

PROJECT MANUAL

Mira Monte School Painting
PROJECT NO. 2018-1206

Bid Opening: DECEMBER 6TH, 2018, 10:00 A.M.

for

OJAI UNIFIED SCHOOL DISTRICT

NOVEMBER 14, 2018

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DOCUMENT 00020

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that **Ojai Unified School District** of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 10:00 o'clock a.m. of the 20th day of December, 2018, sealed bids for the award of a
for contract

Mira Monte School Painting
PROJECT NO. 2018-1206

Bids shall be received in the office of the Business Department, OJAI UNIFIED SCHOOL DISTRICT located at 414 E Ojai Ave, Ojai, CA 93023 and shall be opened and publicly read aloud at the above-stated time and place.

A **pre-bid walk** will be held on **NOVEMBER 27TH, 2018 at 10:00 a.m.** for the purpose of acquainting all prospective bidders with the bid documents and the work sites. The pre-bid meeting will begin at

Mira Monte Elementary School: 1216 Loma Dr, Ojai, CA 93023 10:00AM

It is required that all bidders attend the pre-bid walk for the project

Each bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained after November 15th, 2018 on the Ojai Unified School District Website (<http://www.ojaiusd.org/Projects>).

Each bid shall be accompanied by the security referred to in the contract documents, the non-

NOTICE TO CONTRACTORS

collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

In contracts involving an expenditure in excess of \$25,000.00, the successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by the District in the form set forth in the contract documents.

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 Director of Industrial Relations has determined 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 worker needed to execute the contract which will be awarded to the successful bidder. The prevailing rate of per diem wages as determined by the State Director of Industrial Relations are AVAILABLE ON THE INTERNET at the World Wide Website of the State Department of Industrial Relations at www.dir.ca.gov under Statistics and Research.

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 workers employed by them in the execution of the contract.

Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid **is not** subject to Disabled Veteran Business Enterprise requirements.

This contract **is not** subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-33.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Dated this DECEMBER 20th, 2018

David Rogers
Bond Manager
OJAI UNIFIED SCHOOL DISTRICT
of Ventura County, California

END OF DOCUMENT

NOTICE TO CONTRACTORS

DOCUMENT 00100
INFORMATION FOR BIDDERS

1. **Preparation of Bid Form**

The District invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than 10:00 o'clock am. of the 20th day of December, 2018. Bids shall be received in the Business Office located at Ojai Unified School District, 414 E Ojai Ave, Ojai, CA 93023. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. 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. All bids 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 a certified or cashier's check payable to District, or a satisfactory bid bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount specified in the Special Conditions hereof. The check or bid bond 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 therein within five (5) days after notification of the award of the contract to the bidder.

3. **Faxed and Electronic Mail Bids**

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. **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.

5. **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

INFORMATION FOR BIDDERS

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.

6. Erasures/Mutilation of Bid Documents

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

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within 10 days after bid opening.

7. 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 in no way relieve any bidder from obligations with respect to his bid or to the contract

7.1 Each bidder, by making his bid represents that he has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7.2 Each bidder, by making his bid, represents that he has visited the site, inspected the area of the work, and familiarized himself with the local conditions under which the work is to be performed. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each bidder may conduct additional site investigations at the bidder's sole cost.

8. Withdrawal of Bids

INFORMATION FOR BIDDERS

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.

9. Agreements and Bonds

The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and shall be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions.

The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established.

The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish.

Bonds shall be in the form set forth in the contract documents.

10. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications, he is hereby required in accordance with Public Contract Code section 1104 to submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents or other available information 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. At the option of the District, all addenda may be mailed, delivered, faxed, made available for pick-up or sent via electronic mail. District shall have the option to send a hard copy via regular mail or overnight delivery, at the option of District. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures. The last date to submit a request for information shall be December 6T 2018.

11. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

INFORMATION FOR BIDDERS

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 subproposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

12. 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 therefore.

13. Additive and Deductive Items: Method of Determining Lowest Bid

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

___ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

___ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

___ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

___ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

14. Evidence of Responsibility

INFORMATION FOR BIDDERS

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 in the type of work being required by the District, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Listing Subcontractors

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, District may in its discretion, reject the bid as nonresponsive.

16. Workers' 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such certificate is included as part of the contract documents.

17. Substitution of Security

Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the contract documents.

18. Contractor's License

If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State

INFORMATION FOR BIDDERS

of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will not be considered.

19. Storm Water Permit for Construction Activity

It shall be the responsibility of the successful bidder to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful bidder shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The successful bidder shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit and as required by Article 69 of the General Conditions. It shall be the responsibility of all bidders to evaluate and include in the bid the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The successful bidder shall also include in his bid the cost of monitoring as required by the Permit.

It shall be the responsibility of the successful bidder to comply with the County of Ventura Low Impact Development techniques as outlined in the County of Ventura Low Impact Development Handbook and Appendices, available through the County of Ventura Department of Planning and Land Use, copy on file with the District.

Successful bidders will submit a weekly storm water observation and illicit discharge report to District's facilities department, attention Executive Director of Operations.

20. Ethics in Bidding.

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

21. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, **if the bidder is submitting "an equal" item**

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or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District in the sealed bid submittal package.

The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

22. Fingerprinting

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the special conditions.**

23. Labor Compliance Program.

This contract is X /is not subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. If this contract is subject to the requirements of Section 1771.7 of the Labor Code, the District to is required initiate and enforce a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The law requires that District's labor compliance program shall include, but not be limited to, the following requirements:

- (a) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

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- (b) A pre-job conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
- (c) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
- (d) The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
- (e) The District shall withhold contract payments when payroll records are delinquent or inadequate.
- (f) The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

The District shall enforce a labor compliance program. A copy of the labor compliance program as currently adopted by the District is included with these bid documents. The labor compliance program which is approved by the Director of the Department of Industrial Relations (the "Labor Compliance Program") is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations.

In accordance with subdivision (b)(1) of Section 1771.5 of the Labor Code, the following notice is given: Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions as more fully discussed in the Contract Documents and the labor compliance program as currently adopted by the District which is included with the bid documents. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

24. Disabled Veterans Participation Goals.

In accordance with Education Code section 17076.11, this District has a participation

INFORMATION FOR BIDDERS

goal for disabled veteran business enterprises (“DVBE”) of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

The Office of Small Business and DVBE Certification (OSDC), (916) 375-4940, www.osmb.dgs.ca.gov/BIS/bis_queries/bis_queries_menu.asp,

is an information resource to assist bidders in locating Disabled Veteran Business Enterprises. (Please note: while the OSDC may be used as a resource, the DVBE Program administered by OSDC applies to state contracts not local agency (school district) contracts.)

25. **Bid Protests.**

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

The protest shall be received by the Owner no later than the close of business on the second business day after bid opening; one received after that time shall not be recognized.

Each protest shall contain the following:

- (a) Identification by name, address, and telephone number of the protesting person(s) company and/or organization and identification of the project to which the protest pertains.
- (b) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved with the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by content, admissible, and credible evidence.

Any protest not conforming to the requirements of this section shall be rejected as invalid.

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Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.

Submission of a written protest to and receipt of a written decision from the Owner's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.

The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.

A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.

The owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

26. Procedure for Protesting Being Deemed a Non-Responsive Bidder.

Any bidder or prospective bidder deemed non-responsive after having submitted a bid may file an appeal of the action to the Owner's governing body or other governing body. The protest must meet all of the following requirements.

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by the Owner giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

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- (d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

END OF DOCUMENT

INFORMATION FOR BIDDERS



AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER _____

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between _____ (“Contractor”) and _____ School District (“District”) (“Contract”).

- 1. The Contractor shall furnish to the District for a total price of _____ Dollars (\$ _____) (“Contract Price”), the following services (“Services” or “Work”):

[LIST SERVICES OR ATTACH SCOPE OF WORK AND DESIGNATE AS EXHIBIT “A”]

- 2. Contractor shall perform the Work at _____ (“Premises” or “Site”). The Project is the scope of Work performed at the Site.
3. Work shall be completed within _____ (_____) consecutive calendar days (“Contract Time”) from the date specified in the District’s Notice to Proceed.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of _____ Dollars (\$ _____) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. The Contract Documents include only the following documents, as indicated:

- _____ Notice to Bidders
_____ Instructions to Bidders
_____ Bid Form and Proposal
_____ Bid Bond
_____ Designated Subcontractors List
_____ Notice to Proceed
_____ Terms and Conditions to Contract
_____ Noncollusion Declaration
_____ Prevailing Wage Certification

- _____ Asbestos & Other Hazardous Materials Certification
_____ Lead-Product (s) Certification
_____ Roofing Project Certification
_____ Insurance Certification and Endorsements
_____ Performance Bond
_____ Payment Bond
_____ Specifications

- _____ Workers' Compensation Certification
- _____ Criminal Background Investigation Certification
- _____ Drug-Free Workplace Certification
- _____ Tobacco-Free Environment Certification
- _____ Certification of Contractor and Subcontractor
- _____ PWC 100 submitted on Dept. of Industrial Relations website
- _____ Certification of Financial Relationships –AB 635
- _____ Certification of Financial Relationships in Regard to Roofing Project
- _____ Plans
- _____ Scope of Work

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The architect for the Project is _____ (“Architect”), the project manager on the Project is _____ (“Project Manager”), and the project inspector on the Project is _____ (“Project Inspector”). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor’s Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by representative of the District.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Contractor</u>
_____ School District	Name: _____
ATTN: _____	ATTN: _____
[ADDRESS] _____	[ADDRESS] _____
[E - MAIL] _____	[E - MAIL] _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work or as provided in the job specifications.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
14. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__	Dated: _____ 20__
_____ School District	Contractor: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-Mail: _____	E-Mail: _____

Information regarding Contractor:

License No.: _____	_____ :
Address: _____	Employer Identification and/or
_____	Social Security Number
Telephone: _____	
Facsimile: _____	
E-Mail: _____	

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Type of Business Entity:

- Individual Other: _____
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. ~~**PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.~~
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. FINGERPRINTING OF EMPLOYEES: Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Unless the District determines that the Contractor will have limited contact with students, verification of compliance with this section and the Criminal Background Investigation Certification required with this Contract shall be provided to the District prior to Contractor performing any portion of the Work.

15. TRENCH SHORING: If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

16. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet,

Contractor shall promptly, and before the following conditions are disturbed, notify the District, 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; or (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. The District 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. In the event that a dispute arises between the District 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.

17. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

18. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

22. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

23. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

25. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

26. INDEMNIFICATION: To the furthest extent permitted by California law, Contractor agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers

from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents, employees, or subcontractors of Contractor, whether such act or omission is authorized by this Agreement or not. Contractor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Contractor, Contractor's agents, employees or subcontractors. Contractor further hereby waives any and all rights of subrogation that it may have against the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

27. CONTRACTOR'S INSURANCE: Contractor, at its own cost and expense, shall procure and maintain during the term of this Contract, policies of insurance for the following types of coverage

27.1 Workers' Compensation and Employers' Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Contractor shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.

Contractor and all subcontractors shall procure and maintain, during the term of this Agreement Employers' Liability insurance of \$1,000,000.

27.2 Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Low Risk Projects	\$ 1,000,000.00	\$ 2,000,000.00
Intermediate Risk	\$ 2,000,000.00	\$ 4,000,000.00
High Risk	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Contractor in connection with the Services described in this Contract shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

27.3 Automobile Liability. If vehicles will be driven on district property, Contractor shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$ 100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

Contractor's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

27.4 Builder's Risk. District shall procure and maintain, during the term of this Contract, Builders' Risk coverage.

~~27.5 Other Coverage as Dictated by the District. Contractor shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:~~

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

27.6 Certificates of Insurance. Contractor and any and all subcontractors working for Contractor shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance shall name the District, its employees, and school board members; the Architect; and the Project Manager as additional insureds. The Contractor's policy(ies) shall be primary; any insurance carried by the District, other than Builder's Risk, shall only be secondary and supplemental.

Insurance written on a "claims made" basis is to be renewed by the Contractor and all Contractor subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Contractor for all claims made.

The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation.

27.7 Failure to Procure Insurance. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Contract.

28. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material)

Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

32.1 **State Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations.

32.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

33. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work

because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

34. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

35. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

36. DISPUTES: In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

37. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

38. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or

provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

39. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

40. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

41. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

42. GOVERNING LAW AND VENUE: Contractor hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Contract and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in state or federal court situated in the County of **Ventura**, State of California. Contractor hereby waives and expressly agrees not to assert, claim or allege, in any way, that it is not subject to the personal jurisdiction of the courts named above. Contractor further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

43. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

44. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

46. INVALID TERM: If any provision of this Contract is declared or determined by any court of

competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

47. 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 this Contract shall be read and enforced as though it were included therein.

48. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

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DOCUMENT 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Ojai Unified School District, hereinafter called the District, in the penal sum of PERCENT (10 %) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated _____, 20__ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

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DOCUMENT 00430
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract 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 or 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 contract. 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 any one 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.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as nonresponsive.

DESIGNATION OF SUBCONTRACTORS

Subcontractor Name

Portion of Work

Location and Place of Business

Proper Name of Bidder

By _____

DESIGNATION OF SUBCONTRACTORS

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SECTION 00431
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION
(DIR)

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature

Date

CONTRACTOR REGISTRATION CERTIFICATIONS

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DOCUMENT 00480
NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)
)
County of _____)

_____ (Name), being first duly sworn, deposes and says that he is the _____ (Title) of the _____ (Name) party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this _____ day of _____, 20____ at _____, California.

Date: _____
 Signature of Bidder

NONCOLLUSION AFFIDAVIT

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PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by 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 workers' compensation or to undertake selfinsurance 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.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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.)

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CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

- That I am a representative of the Contractor under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and 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. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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DOCUMENT 00845

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

Date: _____

Contractor

Signature

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

Project Name

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

DATE: _____

CONTRACTOR

By: _____
Signature

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ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Project Name (Hereinafter referred to as the "Project", and submitted it to the _____ SCHOOL DISTRICT (hereinafter referred to as the "Owner" on behalf of _____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

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

Executed on this _____ day of _____,
20____ at _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

JURAT

Title

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Notary Public in and for
the State of California

Seal

My Commission Expires: _____

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DOCUMENT 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows (check those that apply):

- Mira Monte School Painting**
- PROJECT NO. 2018-1206**

(the "Project"); and

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

NOW THEREFORE, we, the Principal and, as _____ (surety name) Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum 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 the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and 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 judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20 ____.

PRINCIPAL _____

By: _____

[Attach required acknowledgments]

SURETY _____

By: _____
Attorney-in-Fact

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**DOCUMENT 00610
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows (check those that apply):

- Mira Monte School Painting**
- PROJECT NO. 2018-1206**

(the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum 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 Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal _____

By _____
Surety _____

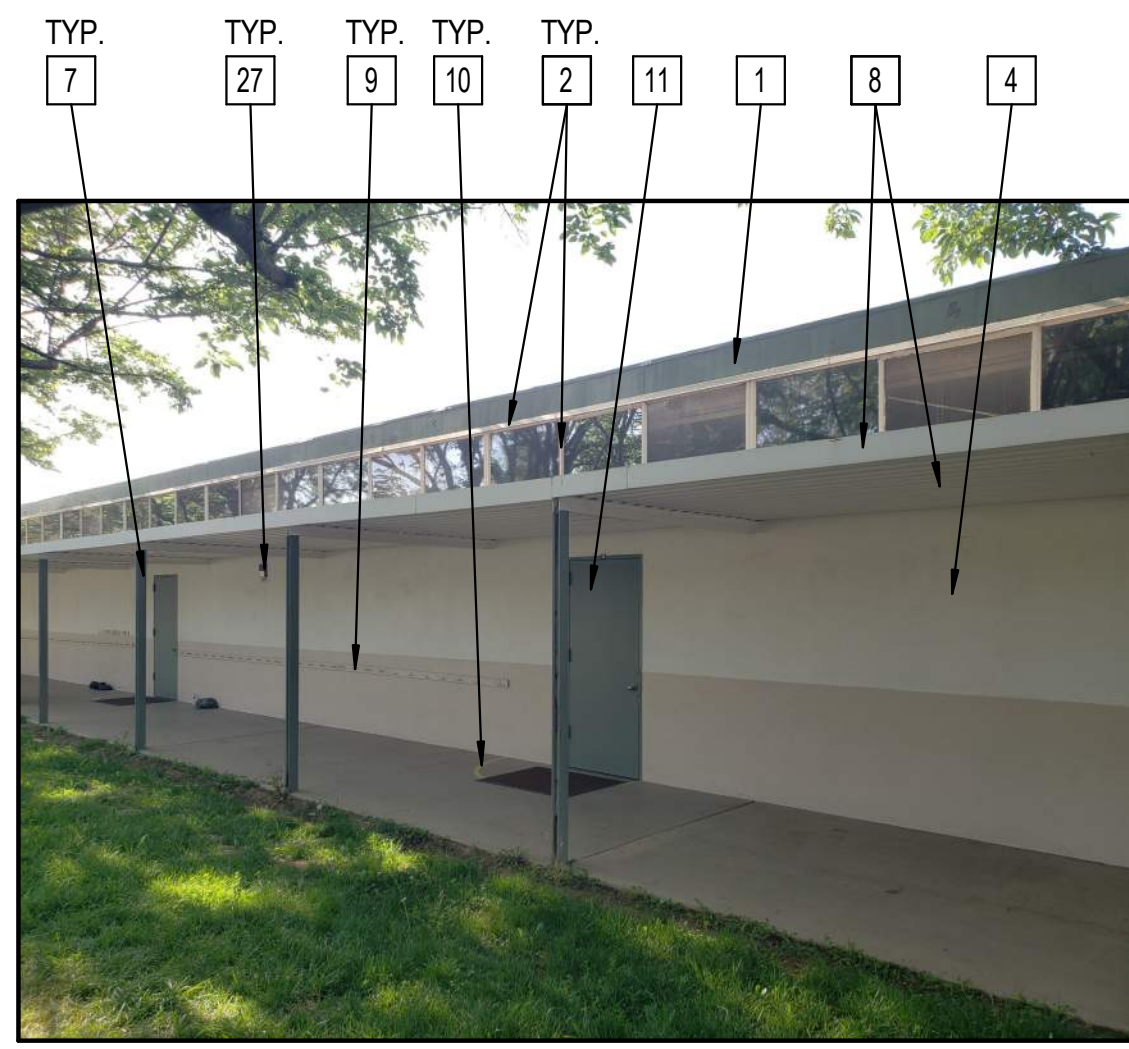
[Attach required acknowledgments]

By Attorney-in- Fact _____

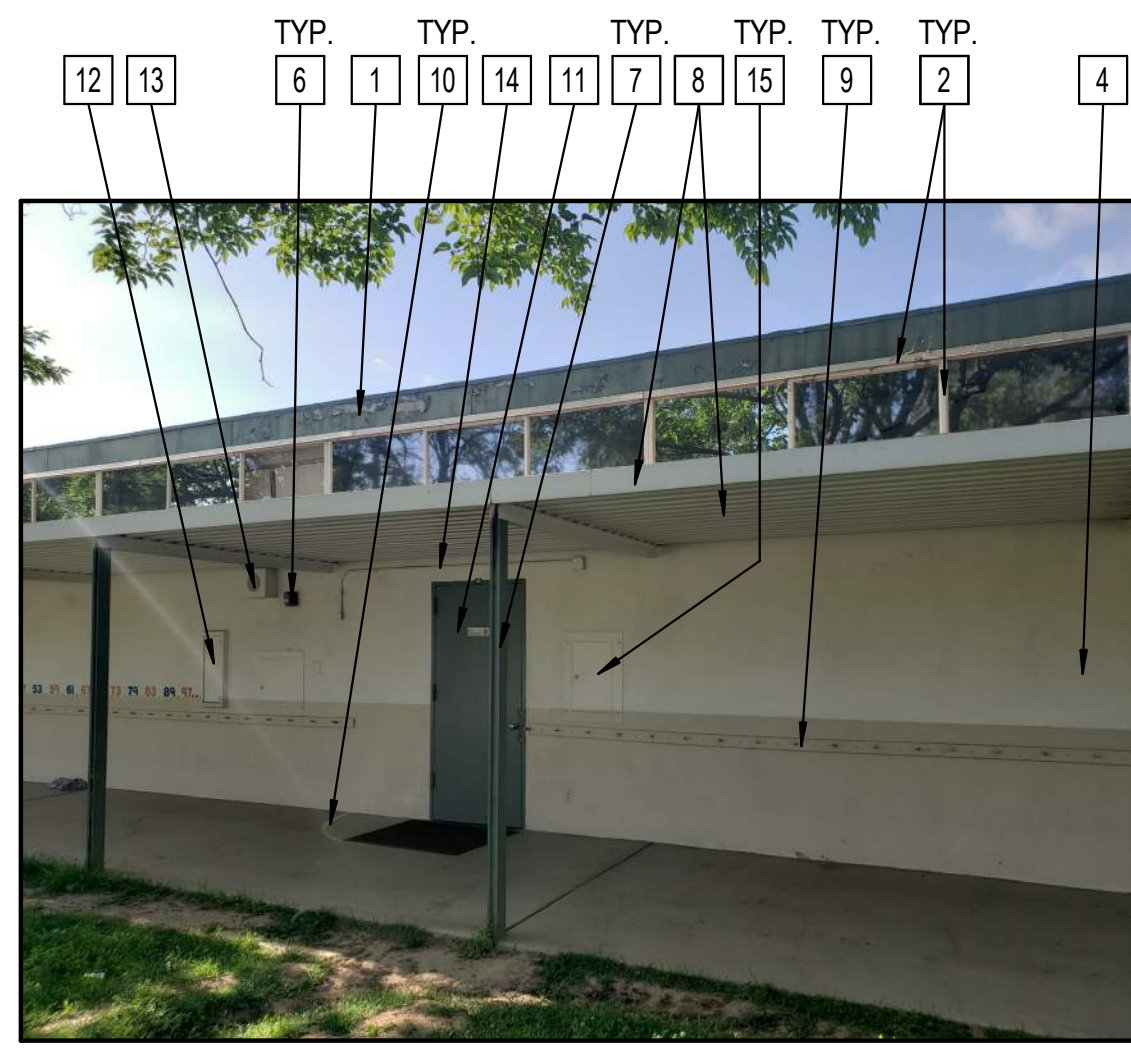
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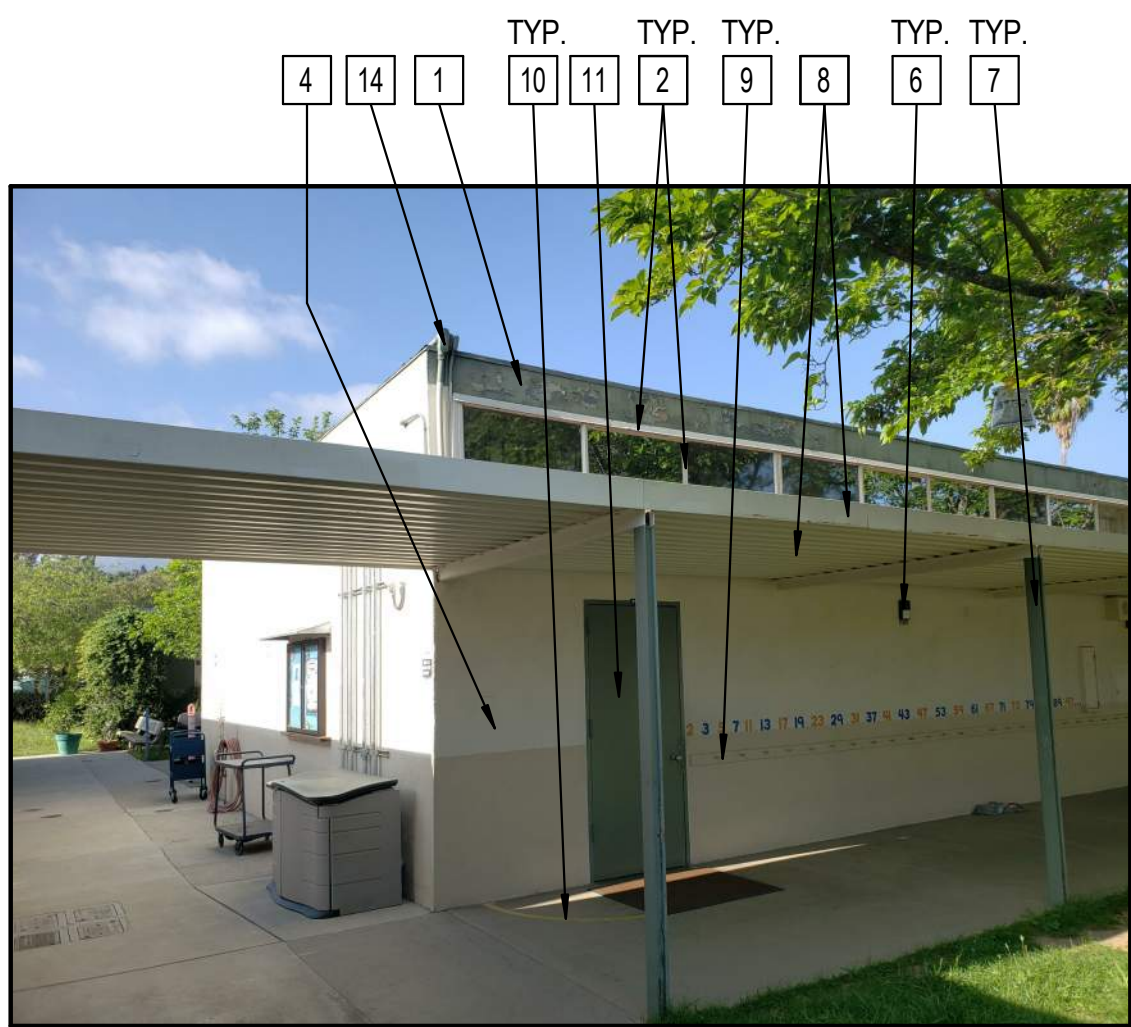
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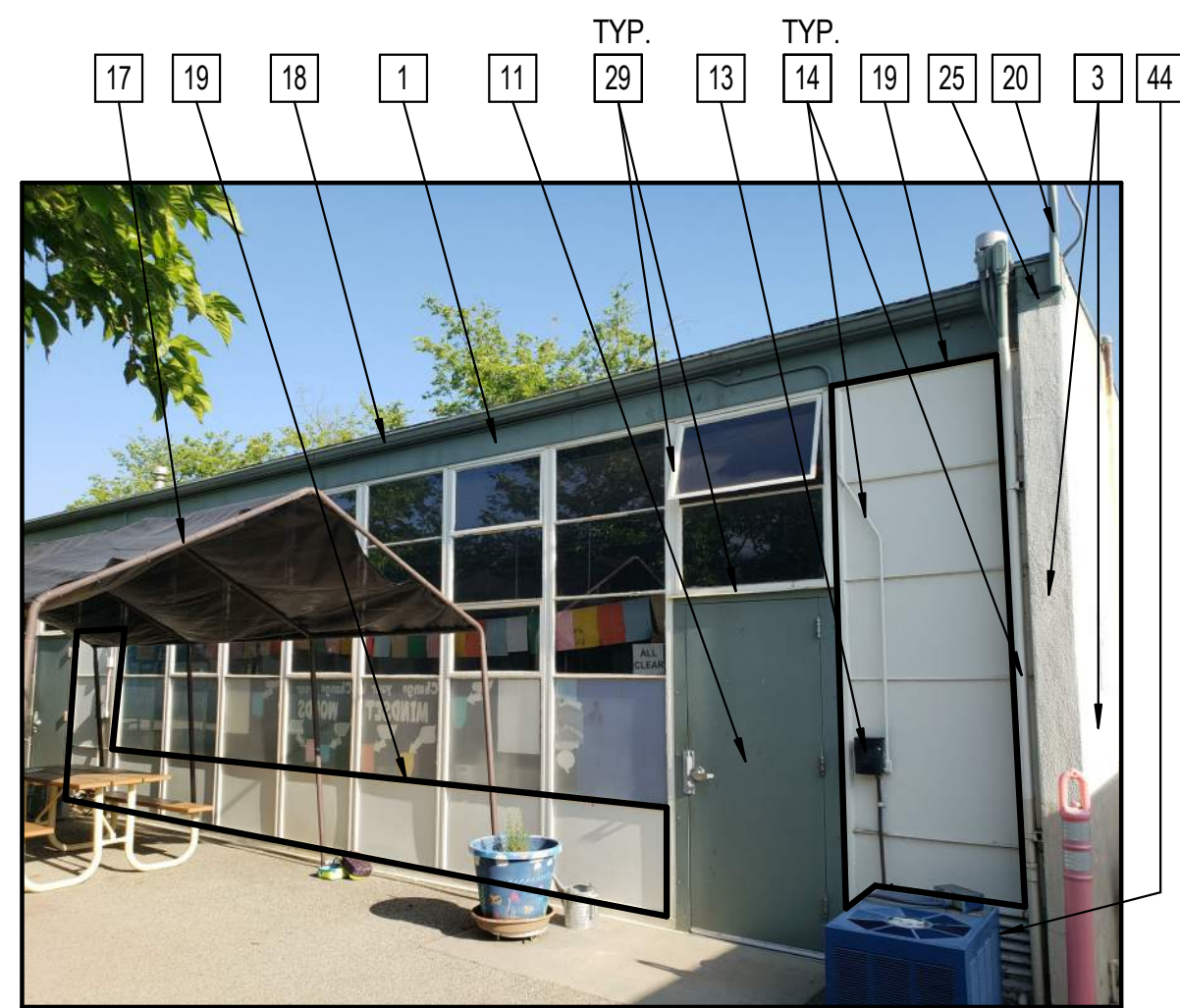
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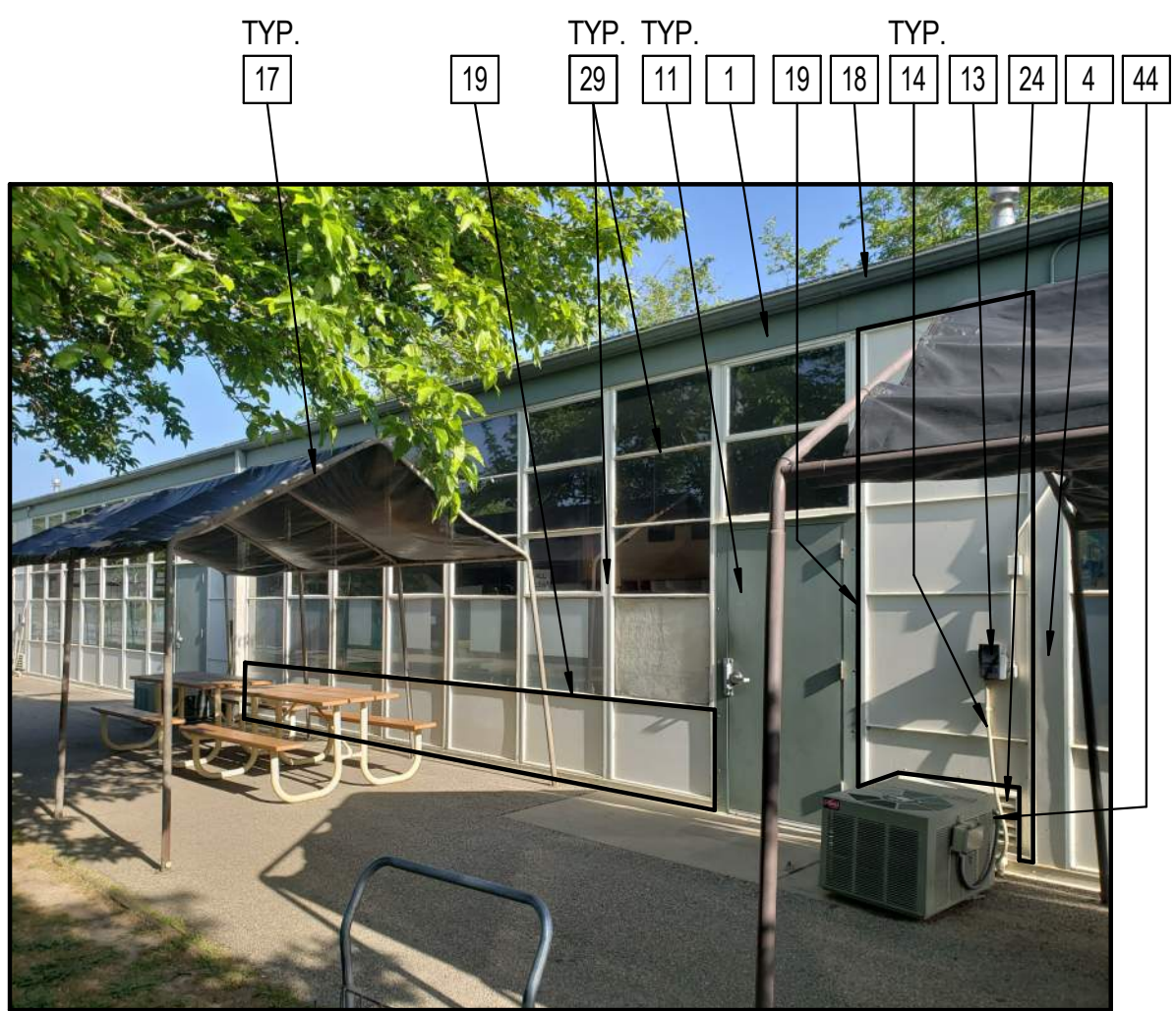
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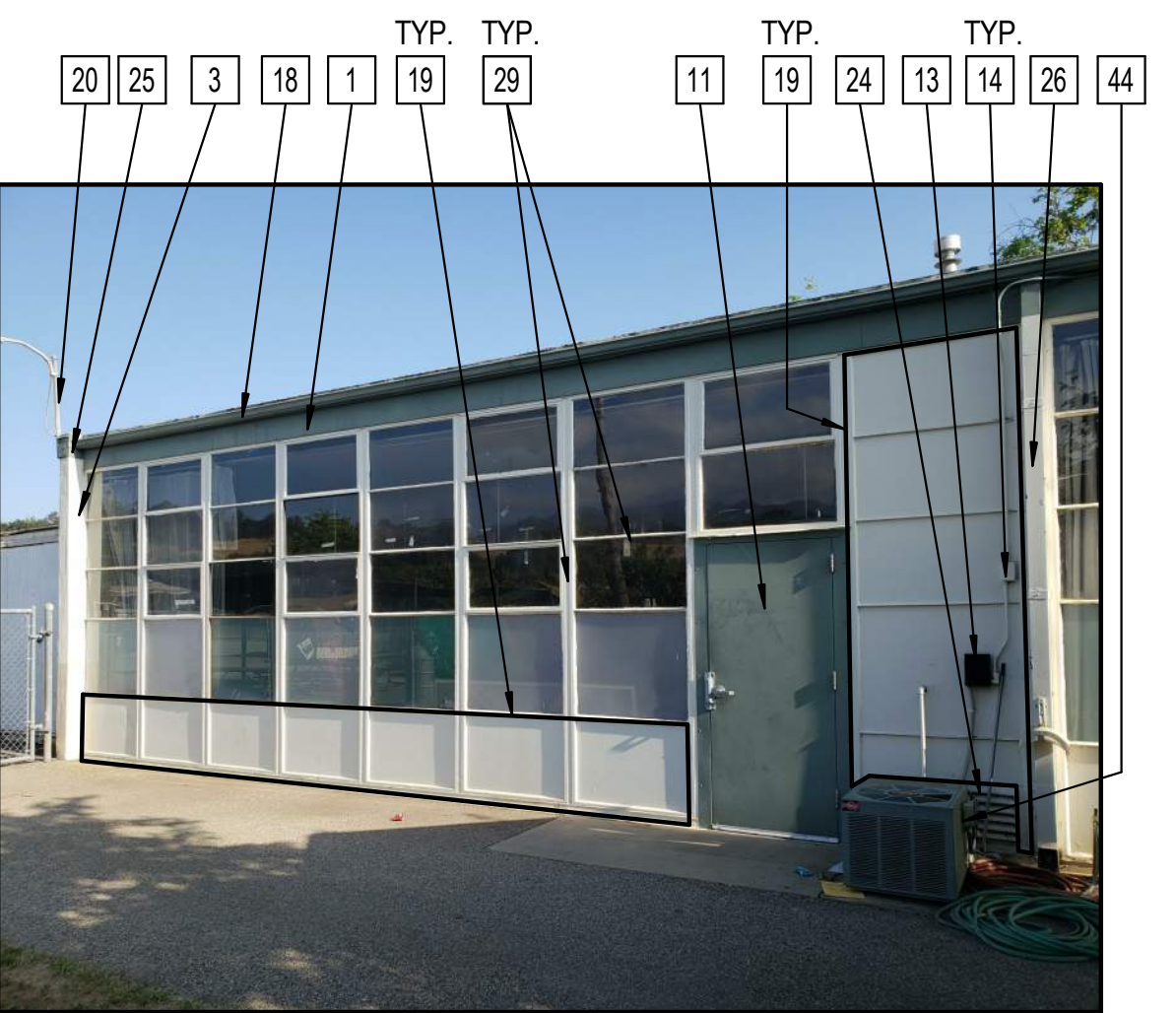
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H

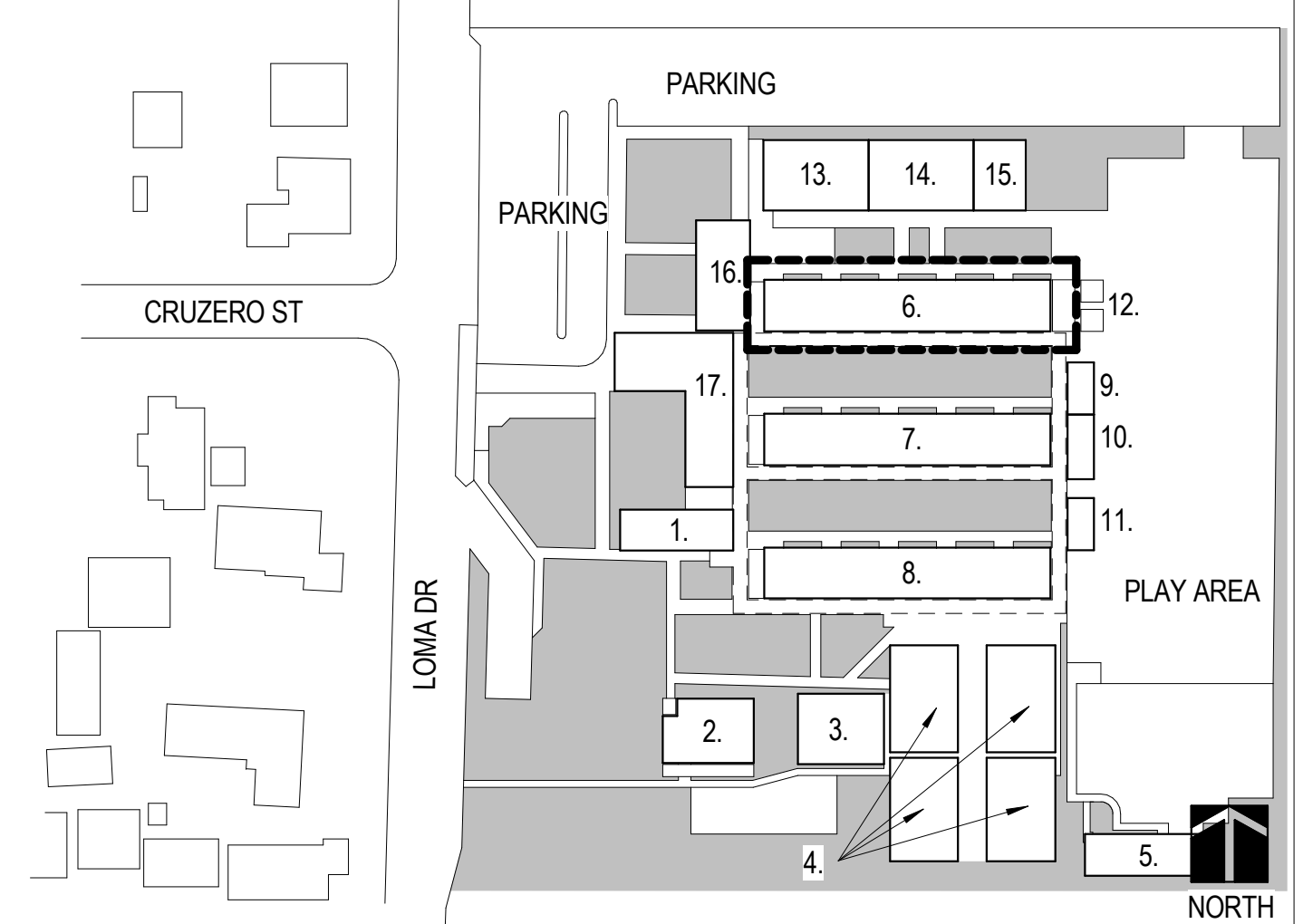


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GENERAL NOTES

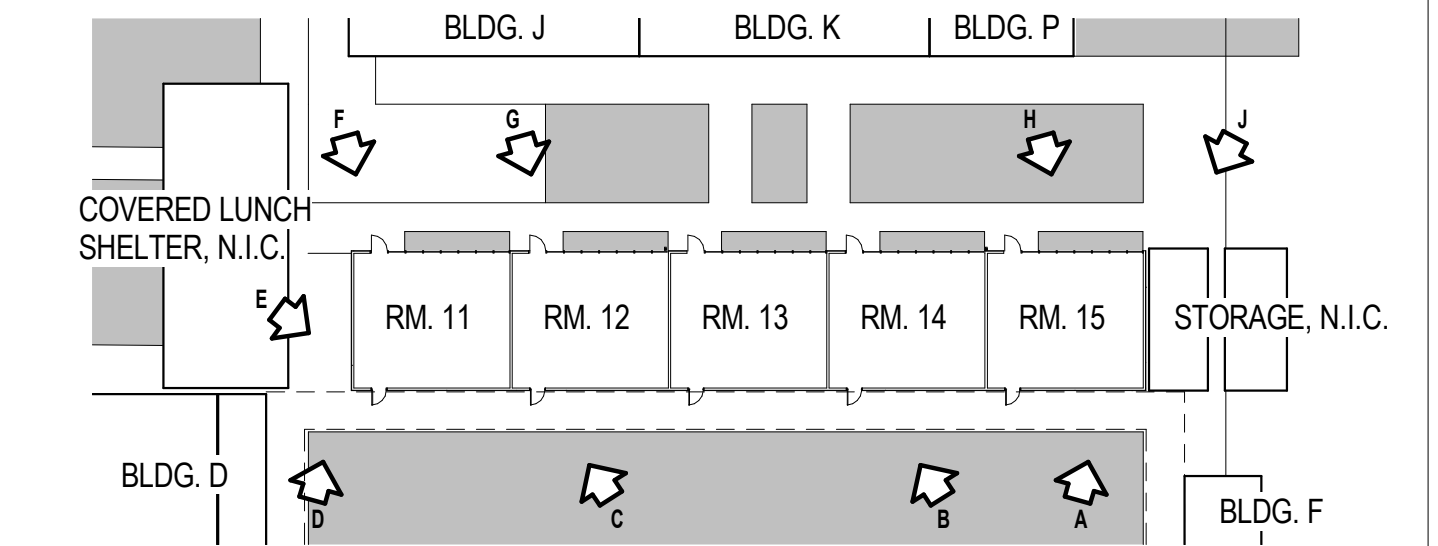
1. ALL DAMAGED FLASHING AND SKIRTING TO BE REPAIRED BEFORE PAINTING.

CAMPUS MAP



- | | | |
|----------------|----------------------|------------------------------------|
| 1. BLDG E | 7. BLDG B | 13. BLDG J |
| 2. BLDG H | 8. BLDG C | 14. BLDG K |
| 3. BLDG L | 9. BLDG F | 15. BLDG P |
| 4. BLDG Q | 10. BLDG O | 16. COVERED LUNCH SHELTER - N.I.C. |
| 5. SMART START | 11. BLDG G | 17. BLDG D |
| 6. BLDG A | 12. STORAGE - N.I.C. | |

VIEW LEGEND



KEYNOTES

- 1 PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- 2 PREP AND PAINT WINDOW MULLIONS (COLOR 1)
- 3 PREP AND PAINT EXT. WALL (COLOR 2)
- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 6 PROTECT IN PLACE (E) FIRE ALARM DEVICE
- 7 PREP AND PAINT COVERED WALKWAY COLUMN AND STEEL SUPPORT BEAM (COLOR 3)
- 8 PREP AND PAINT COVERED WALKWAY. COMPLETELY PAINT UNDERSIDE AND ALL VERTICAL SURFACES (COLOR 3)
- 9 REMOVE AND PAINT (E) BACKPACK HOOKS (COLOR 1) FOR REINSTALL AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
- 10 REPAINT DOOR SWING PER DISTRICT STANDARD
- 11 PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
- 12 PREP AND PAINT (E) F.E.C.'S (COLOR 1)
- 13 PREP AND PAINT (E) EQUIPMENT, COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING
- 14 PREP AND PAINT (E) CONDUIT
- 15 PREP AND PAINT (E) ELECTRICAL PANEL. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 17 REMOVE AND STORE (E) SHADE STRUCTURE. PREP AND PAINT METAL SURFACES (COLOR 3). REINSTALL AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
- 18 PREP AND PAINT GUTTER (COLOR 3)
- 19 PREP AND PAINT EXT. CEMENT BOARD WALL PANEL AND FRAME (COLOR 1)
- 20 PREP AND PAINT (E) EXT. LIGHT FIXTURE SUPPORT (COLOR 3)
- 21 PROTECT IN PLACE (E) SECURITY CAMERA
- 22 PROTECT IN PLACE (E) SIGNAGE
- 23 REMOVE AND STORE EXT. STORAGE, RETURN AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
- 24 PREP AND PAINT (E) LOUVER, COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 25 PREP AND PAINT SHEET METAL FLASHING AND REPAINT ACCENT PAINT ALONG TOP OF EXT. WALL. ALIGN WITH FASCIA BOARD ON ADJACENT FACADES (COLOR 3)
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD, PAINT TO MATCH (COLOR 3)
- 27 PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- 28 EXT. STORAGE, N.I.C.
- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- 31 (E) CHAIN LINK FENCE, PROTECT IN PLACE
- 44 PROTECT IN PLACE (E) MECHANICAL EQUIPMENT

OJAI UNIFIED SCHOOL DISTRICT

MIRA MONTE ELEMENTARY SCHOOL REPAINTING PROJECT

1216 LOMA DR, OJAI, CA 93023

BID DOCUMENTS

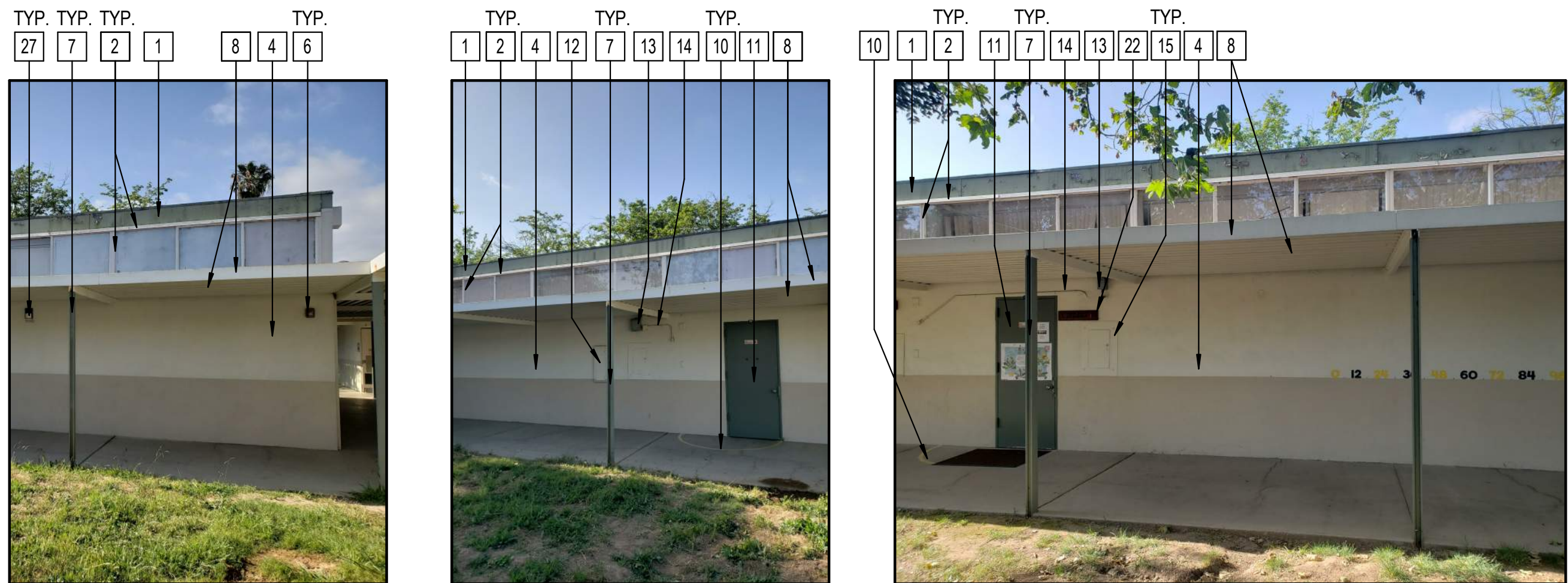
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Sheet Name

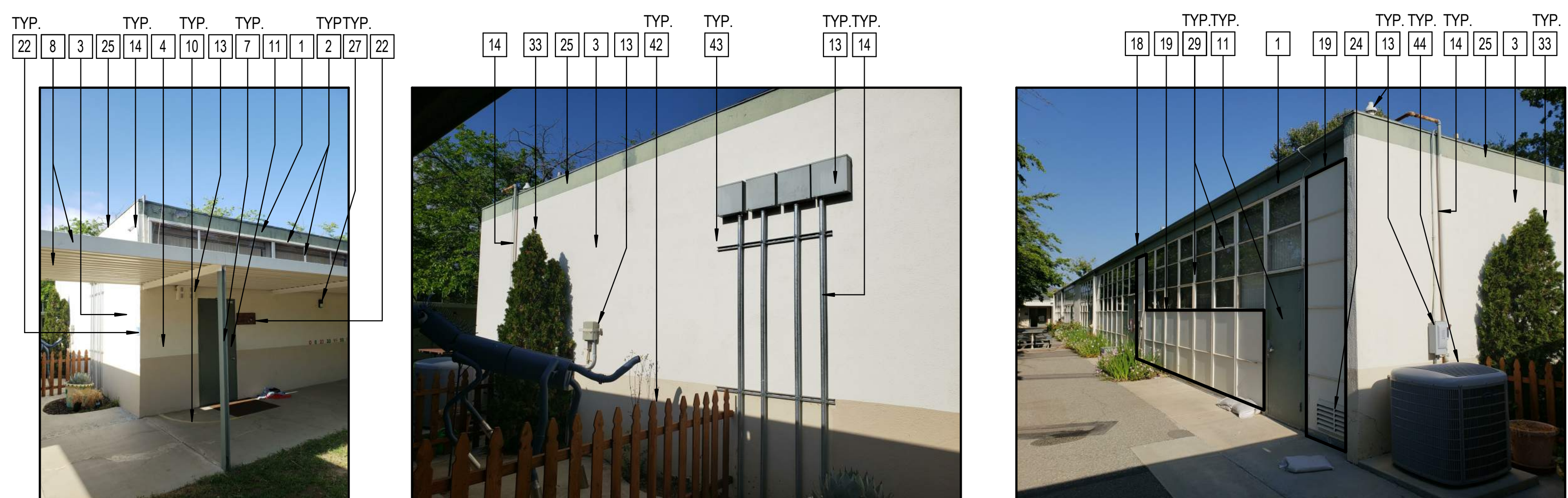
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18818.00
 Date 07/09/2018
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 Checked by CY
 Sheet Number

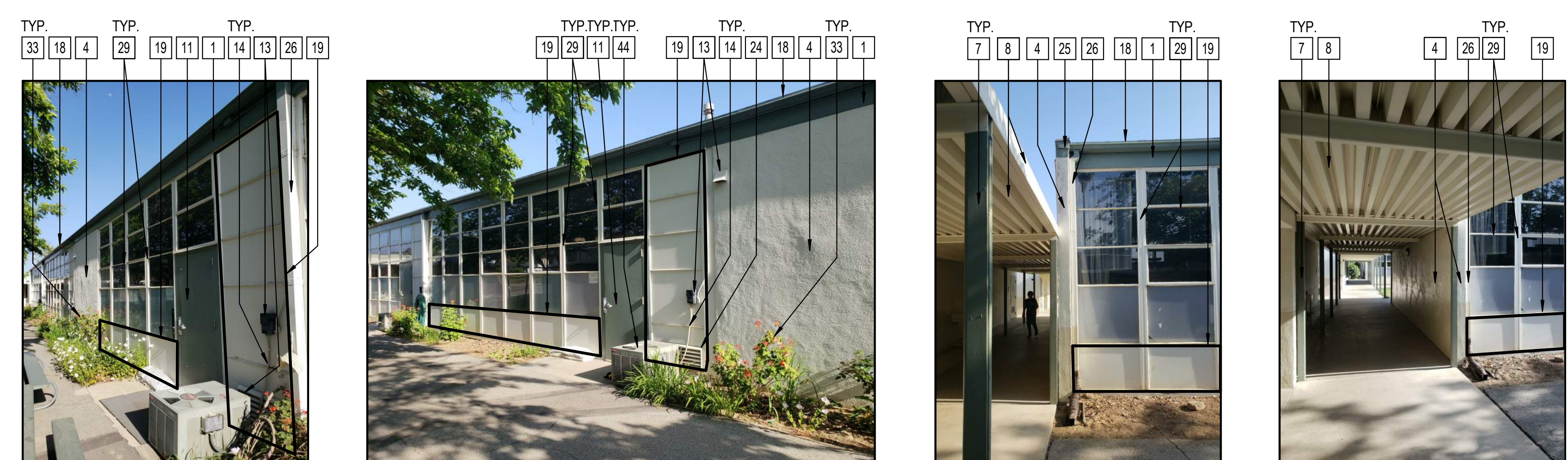
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A B C



D E F

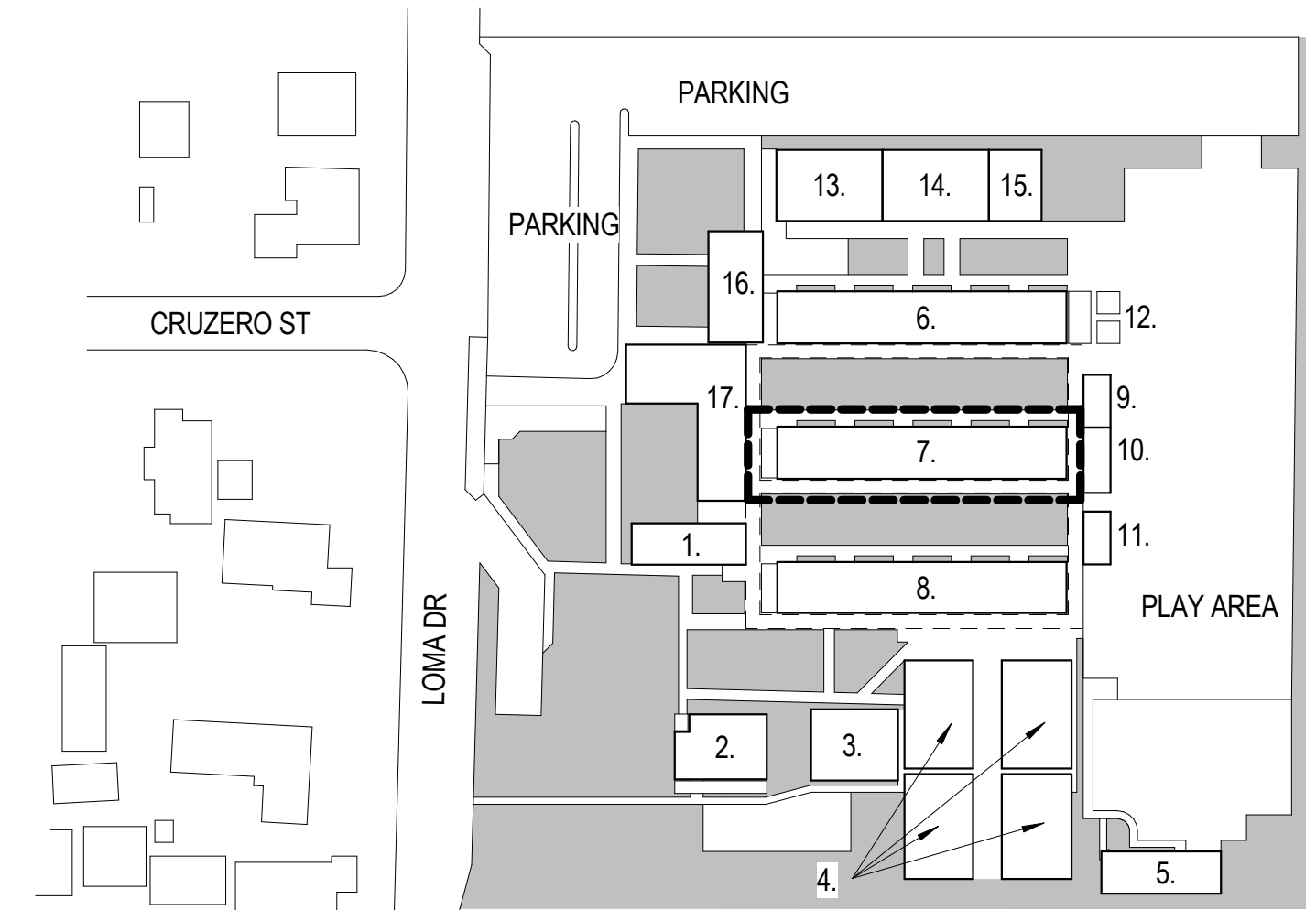


G H J K

GENERAL NOTES

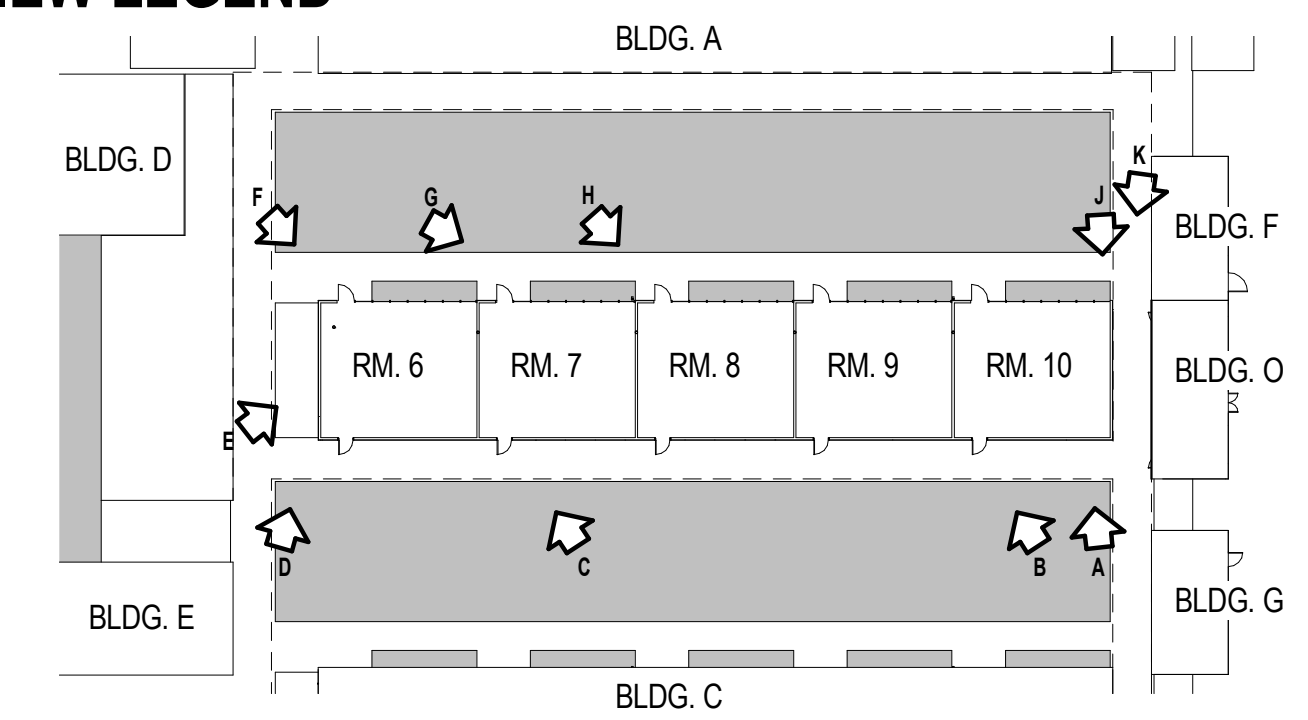
1. ALL DAMAGED FLASHING AND SKIRTING TO BE REPAIRED BEFORE PAINTING.

CAMPUS MAP



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|----------------|----------------------|------------------------------------|
| 1. BLDG E | 7. BLDG B | 13. BLDG J |
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| 5. SMART START | 11. BLDG G | 17. BLDG D |
| 6. BLDG A | 12. STORAGE - N.I.C. | |

VIEW LEGEND



KEYNOTES

- 1 PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- 2 PREP AND PAINT WINDOW MULLIONS (COLOR 2)
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- 18 PREP AND PAINT GUTTER (COLOR 3)
- 19 PREP AND PAINT EXT. CEMENT BOARD WALL PANEL AND FRAME (COLOR 1)
- 22 PROTECT IN PLACE (E) SIGNAGE
- 24 PREP AND PAINT (E) LOUVER. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 25 PREP AND PAINT SHEET METAL FLASHING AND REPAINT ACCENT PAINT ALONG TOP OF EXT. WALL. ALIGN WITH FASCIA BOARD ON ADJACENT FACADES (COLOR 3)
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD, PAINT TO MATCH (COLOR 3)
- 27 PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- 33 TRIM (E) PLANTING AS NECESSARY TO COMPLETE WORK, COORDINATE WITH DISTRICT
- 42 PROTECT IN PLACE (E) FENCE
- 43 PREP AND PAINT EQUIPMENT SUPPORT. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 44 PROTECT IN PLACE (E) MECHANICAL EQUIPMENT



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OJAI UNIFIED SCHOOL DISTRICT

MIRA MONTE ELEMENTARY SCHOOL REPAINTING PROJECT

1216 LOMA DR, OJAI, CA 93023

BID DOCUMENTS

No.	Description	Date

Sheet Name

BUILDING B

Date 18818.00
Date 07/09/2018
Drawn by BI
Checked by CY
Sheet Number

A-101

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TYP. TYP.FYP. TYP.
 7 8 9 4 1 6 13 21 4 25 31



A

TYP. TYP. TYP.
 11 4 9 2 1 7 8 12 15 13 14



B

TYP. TYP. TYP.
 10 11 9 1 4 7 2 8



C

TYP. TYP. TYP. TYP. TYP.
 45 3 33 25 8 10 11 1 2 27 4 7 12 6



D

TYP. TYP. TYP.TYP.TYP. TYP.
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E

TYP.FYP. TYP. TYP.
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TYP. TYP.
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G

TYP. TYP.
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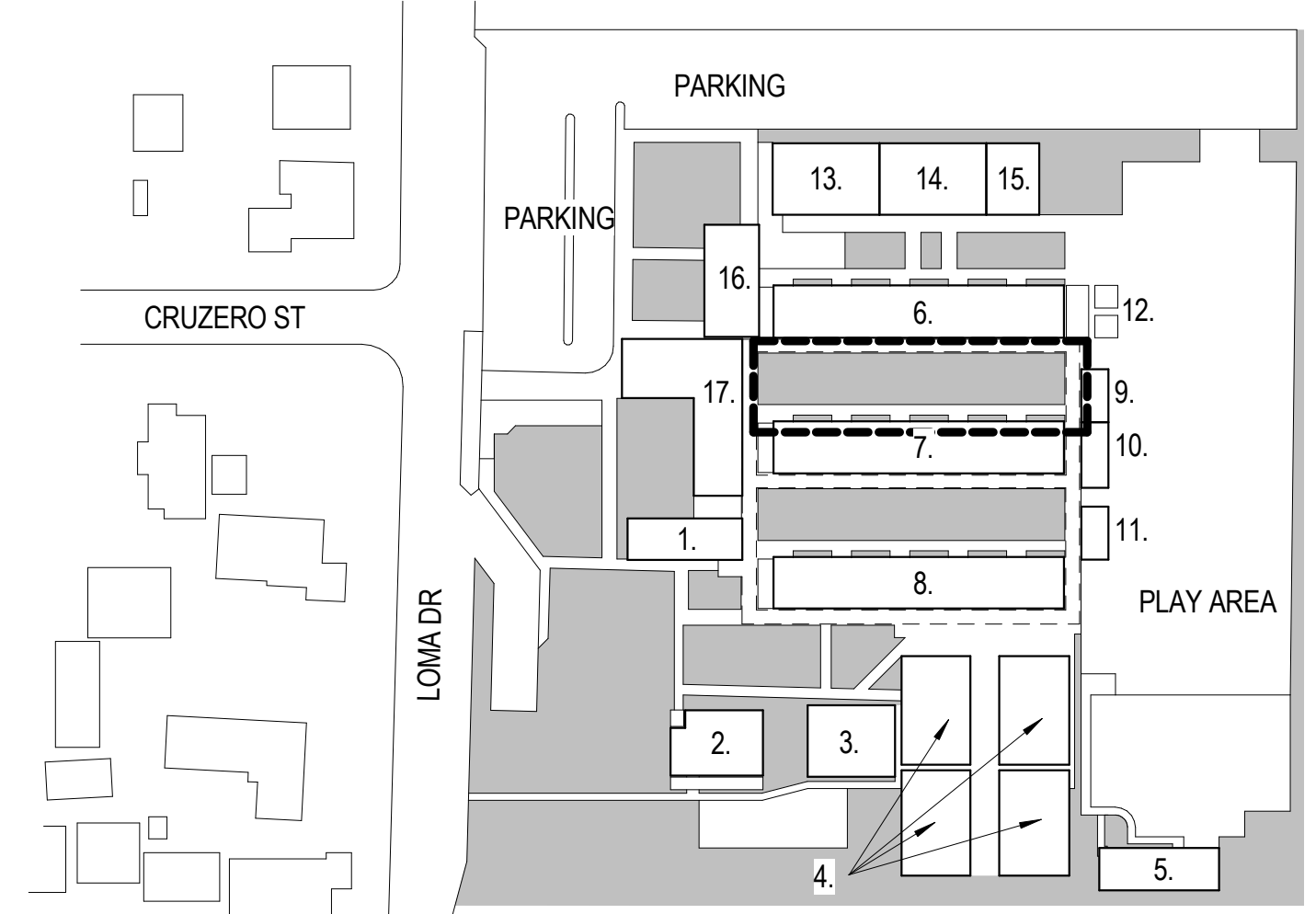


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GENERAL NOTES

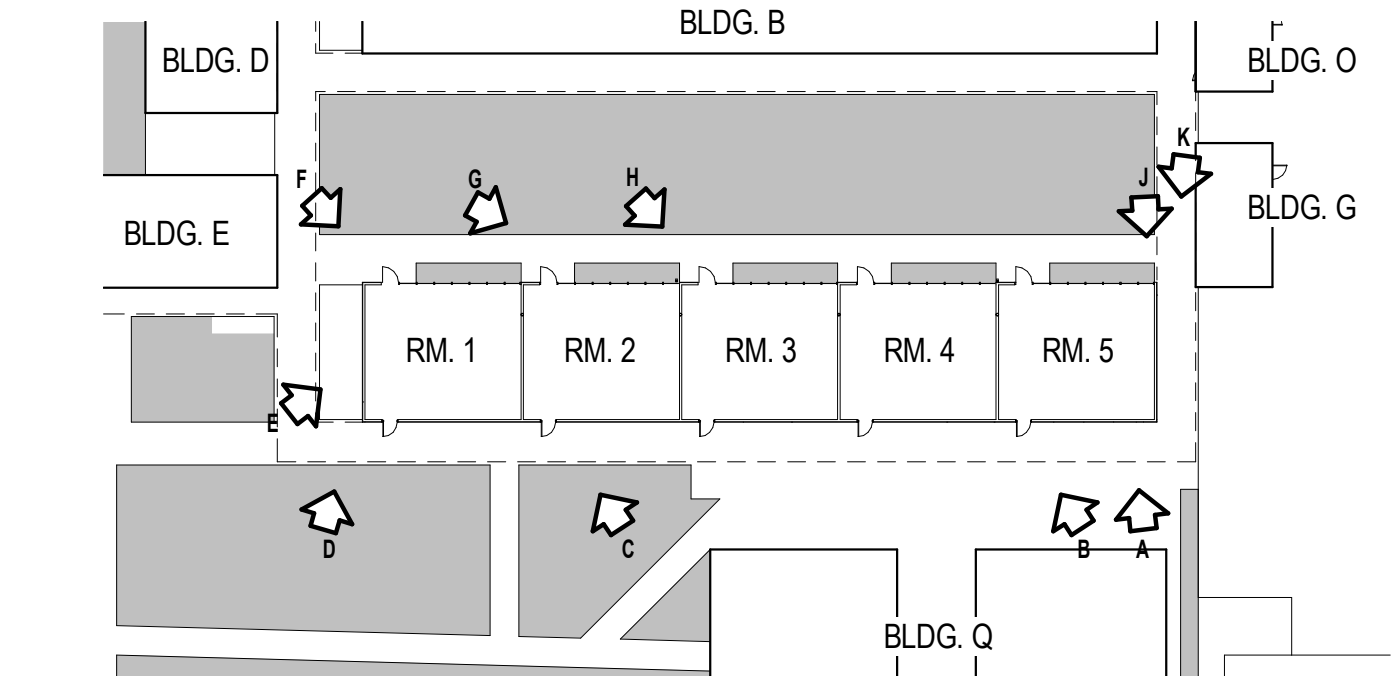
1. ALL DAMAGED FLASHING AND SKIRTING TO BE REPAIRED BEFORE PAINTING.

CAMPUS MAP



- | | | |
|----------------|----------------------|------------------------------------|
| 1. BLDG E | 7. BLDG B | 13. BLDG J |
| 2. BLDG H | 8. BLDG C | 14. BLDG K |
| 3. BLDG L | 9. BLDG F | 15. BLDG P |
| 4. BLDG Q | 10. BLDG O | 16. COVERED LUNCH SHELTER - N.I.C. |
| 5. SMART START | 11. BLDG G | 17. BLDG D |
| 6. BLDG A | 12. STORAGE - N.I.C. | |

VIEW LEGEND



KEYNOTES

- PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- PREP AND PAINT WINDOW MULLIONS (COLOR 1)
- PREP AND PAINT EXT. WALL (COLOR 2)
- PREP AND PAINT EXT. WALL (COLOR 1)
- PROTECT IN PLACE (E) FIRE ALARM DEVICE
- PREP AND PAINT COVERED WALKWAY COLUMN AND STEEL SUPPORT BEAM (COLOR 3)
- PREP AND PAINT COVERED WALKWAY. COMPLETELY PAINT UNDERSIDE AND ALL VERTICAL SURFACES (COLOR 3)
- REMOVE AND PAINT (E) BACKPACK HOOKS (COLOR 1) FOR REINSTALL AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
- REPAINT DOOR SWING PER DISTRICT STANDARD
- PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
- PREP AND PAINT (E) F.E.C.'S (COLOR 1)
- PREP AND PAINT (E) EQUIPMENT. COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING
- PREP AND PAINT (E) CONDUIT
- PREP AND PAINT (E) ELECTRICAL PANEL. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- PREP AND PAINT GUTTER (COLOR 3)
- PREP AND PAINT EXT. CEMENT BOARD WALL PANEL AND FRAME (COLOR 1)
- PROTECT IN PLACE (E) SECURITY CAMERA
- PREP AND PAINT (E) LOUVER, COLOR TO MATCH ADJACENT BUILDING ELEMENT
- PREP AND PAINT SHEET METAL FLASHING AND REPAINT ACCENT PAINT ALONG TOP OF EXT. WALL. ALIGN WITH FASCIA BOARD ON ADJACENT FACADES (COLOR 3)
- PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- (E) CHAIN LINK FENCE, PROTECT IN PLACE
- TRIM (E) PLANTING AS NECESSARY TO COMPLETE WORK, COORDINATE WITH DISTRICT
- PROTECT IN PLACE (E) MECHANICAL EQUIPMENT
- PROTECT IN PLACE (E) SITE ELEMENT

OJAI UNIFIED SCHOOL DISTRICT

MIRA MONTE ELEMENTARY SCHOOL REPAINTING PROJECT

1216 LOMA DR, OJAI, CA 93023

BID DOCUMENTS

No.	Description	Date

Sheet Name

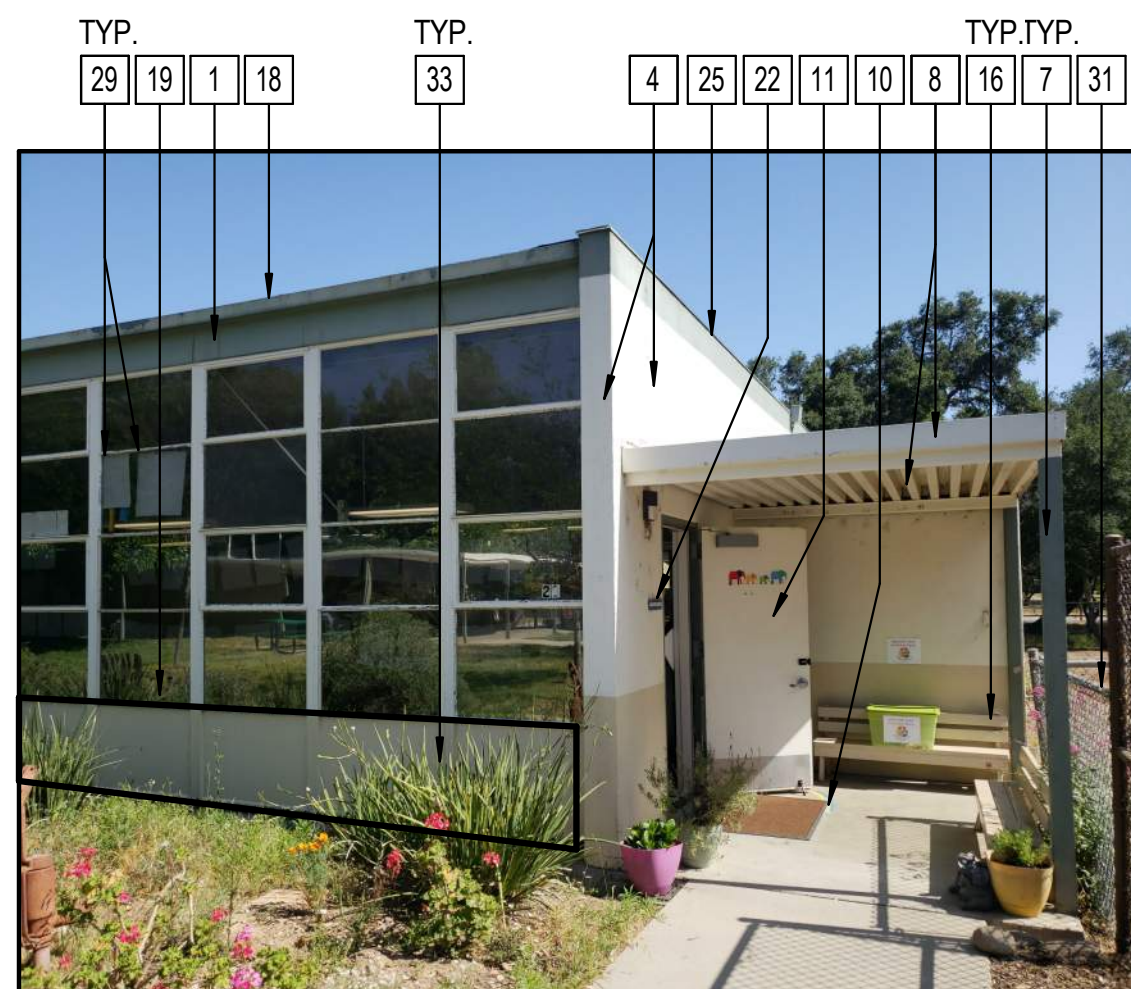
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Date 18818.00
 07/09/2018

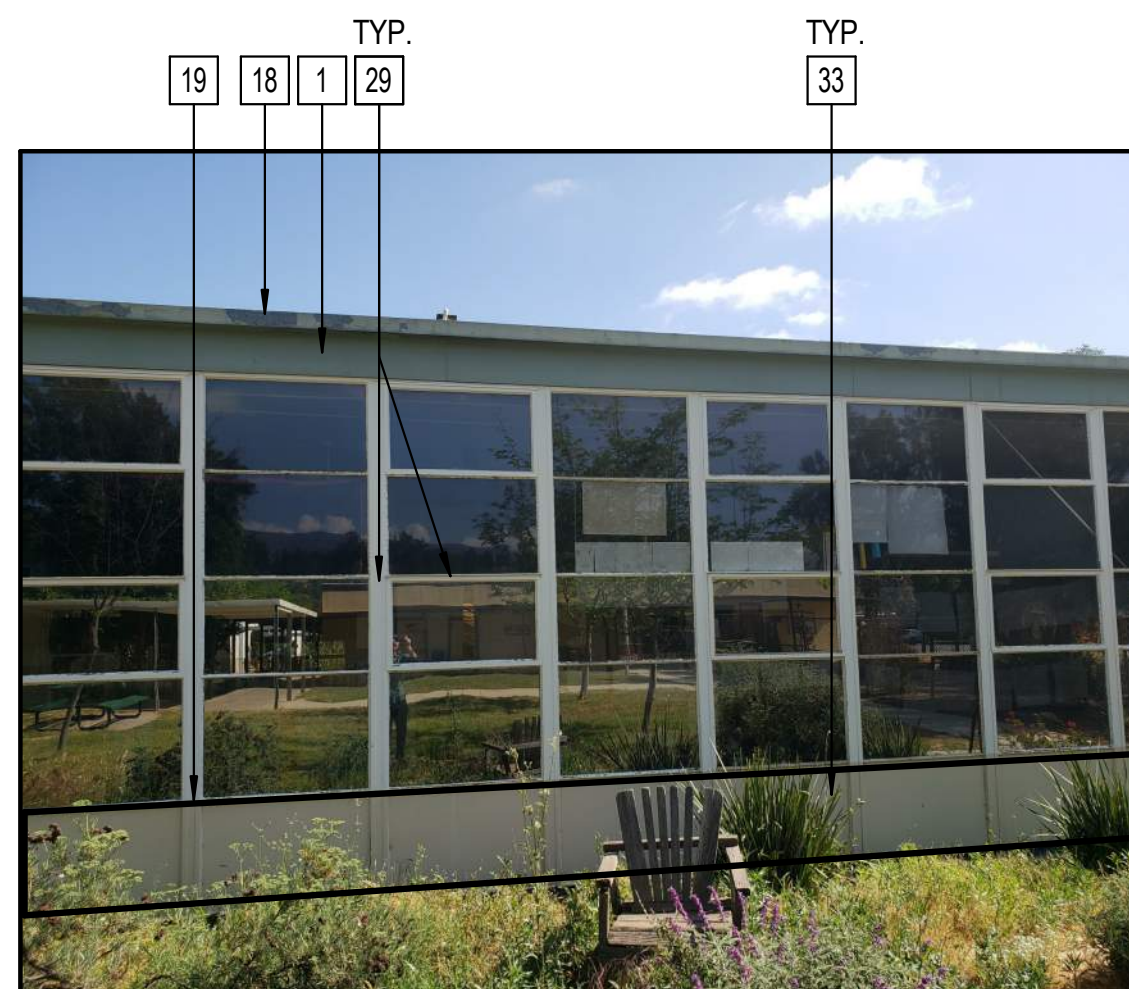
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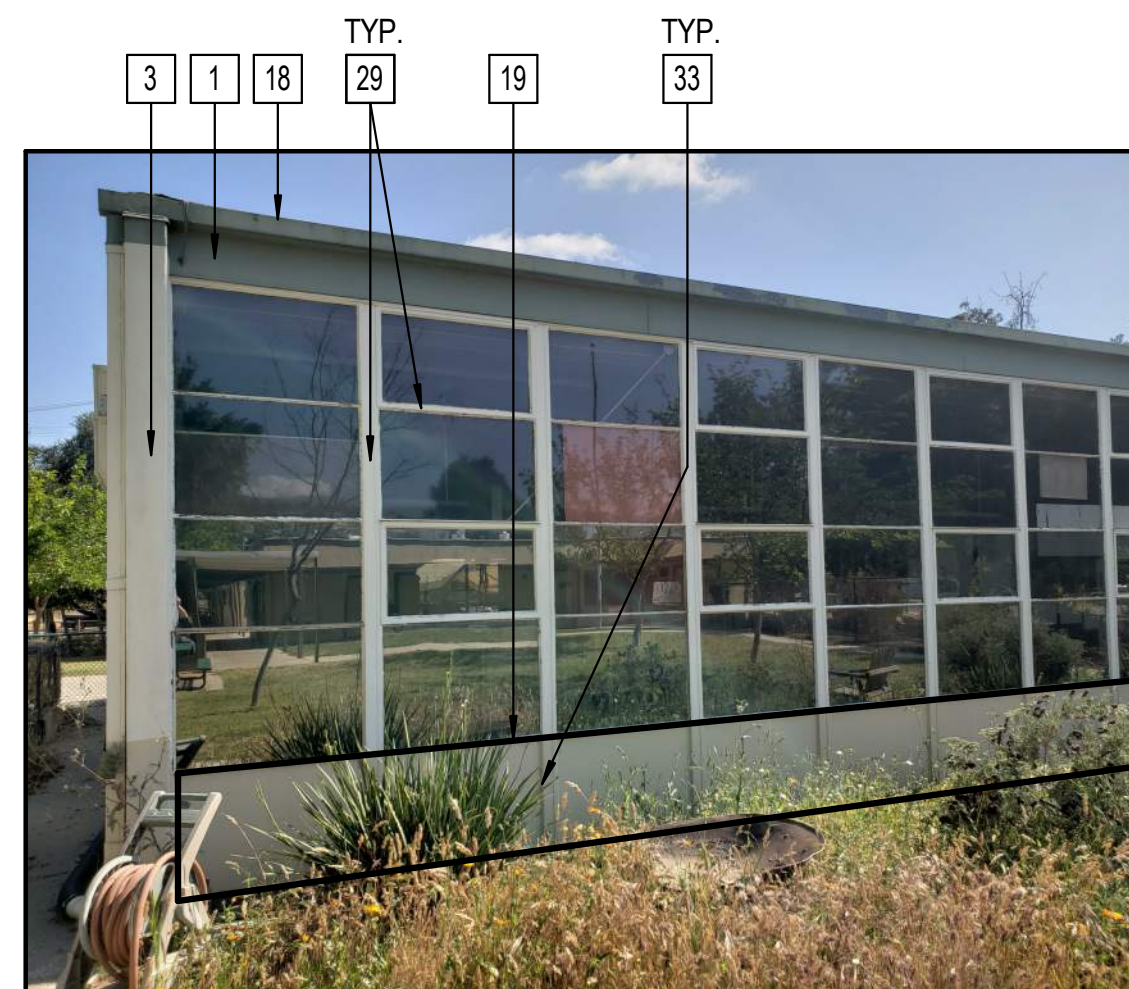
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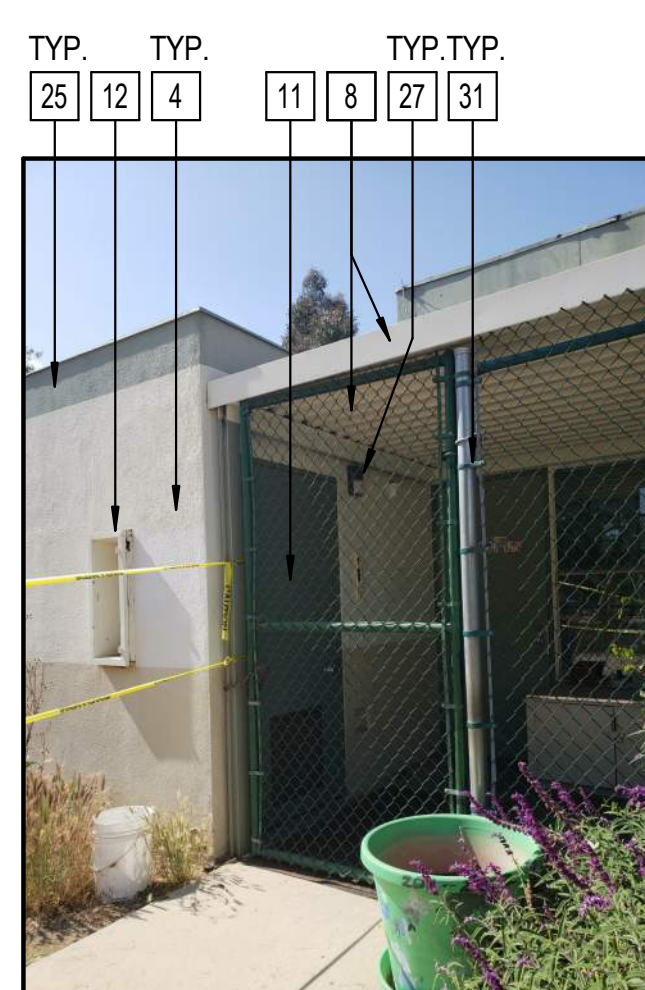
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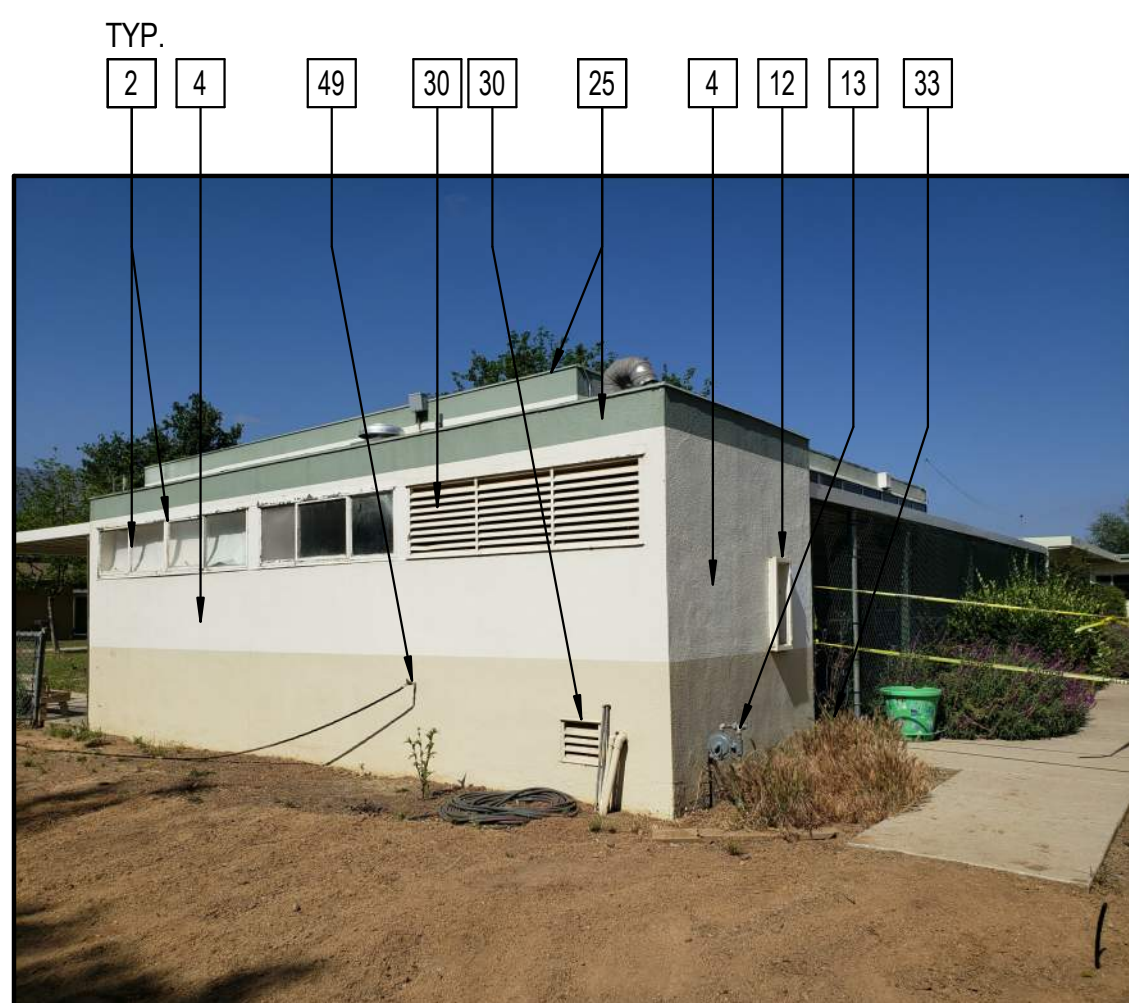
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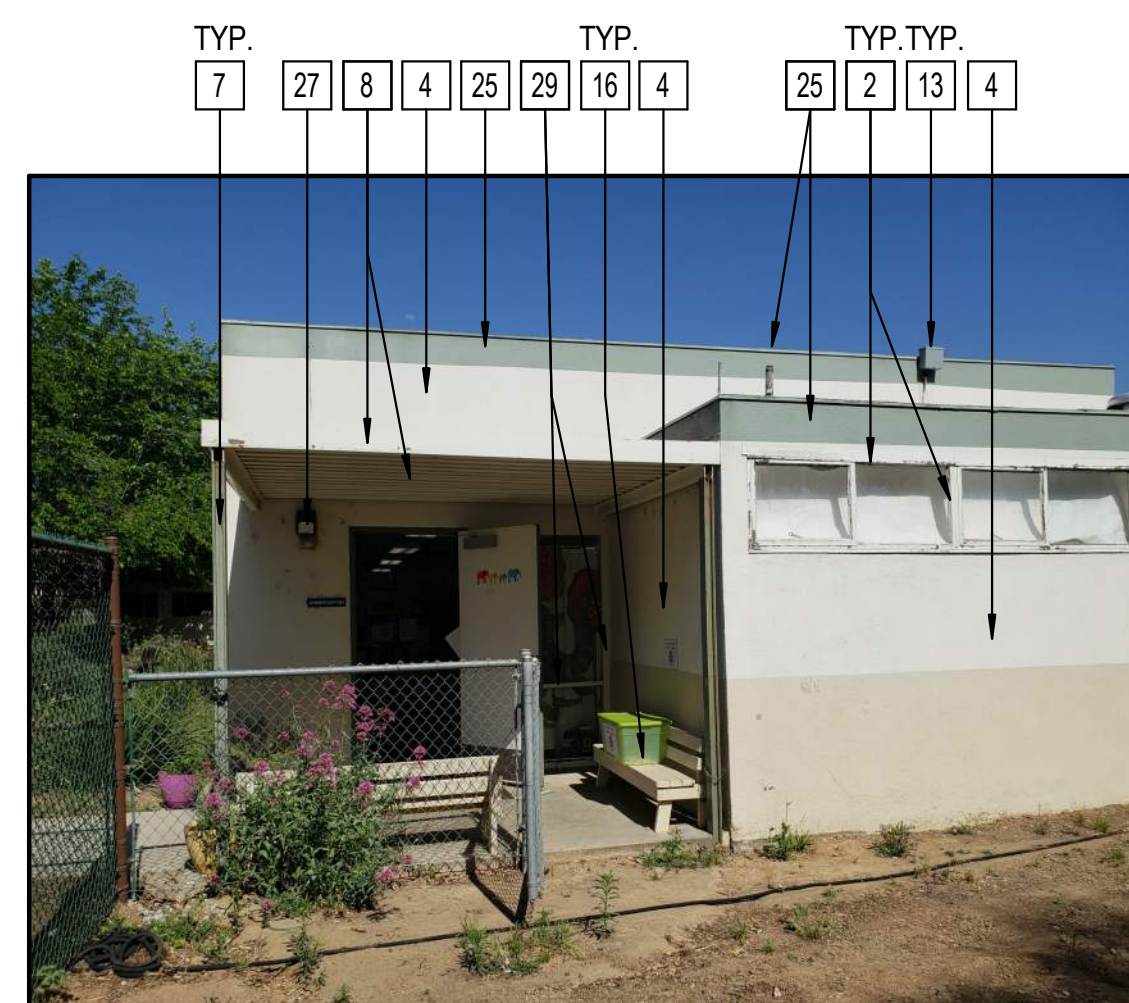
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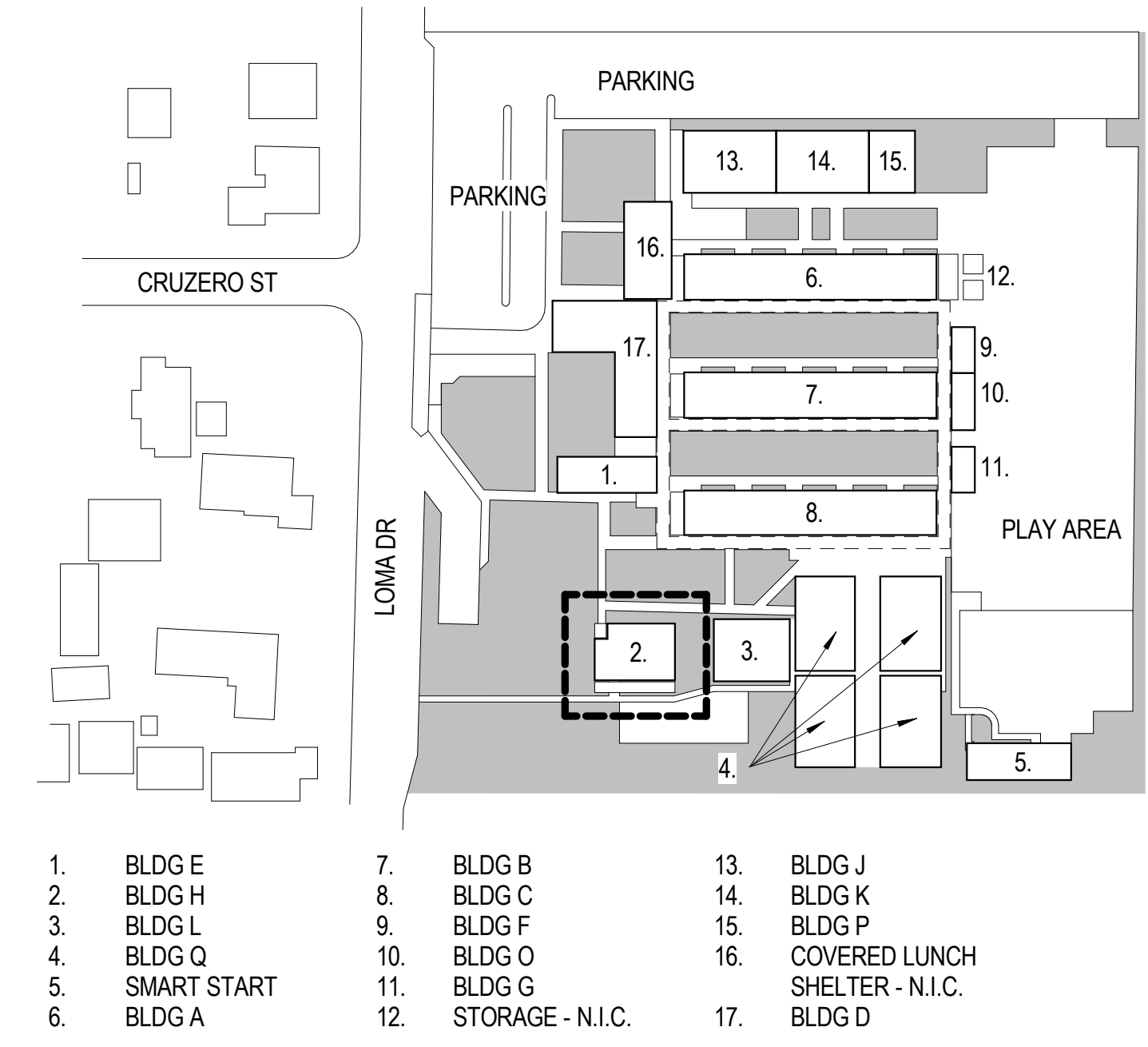


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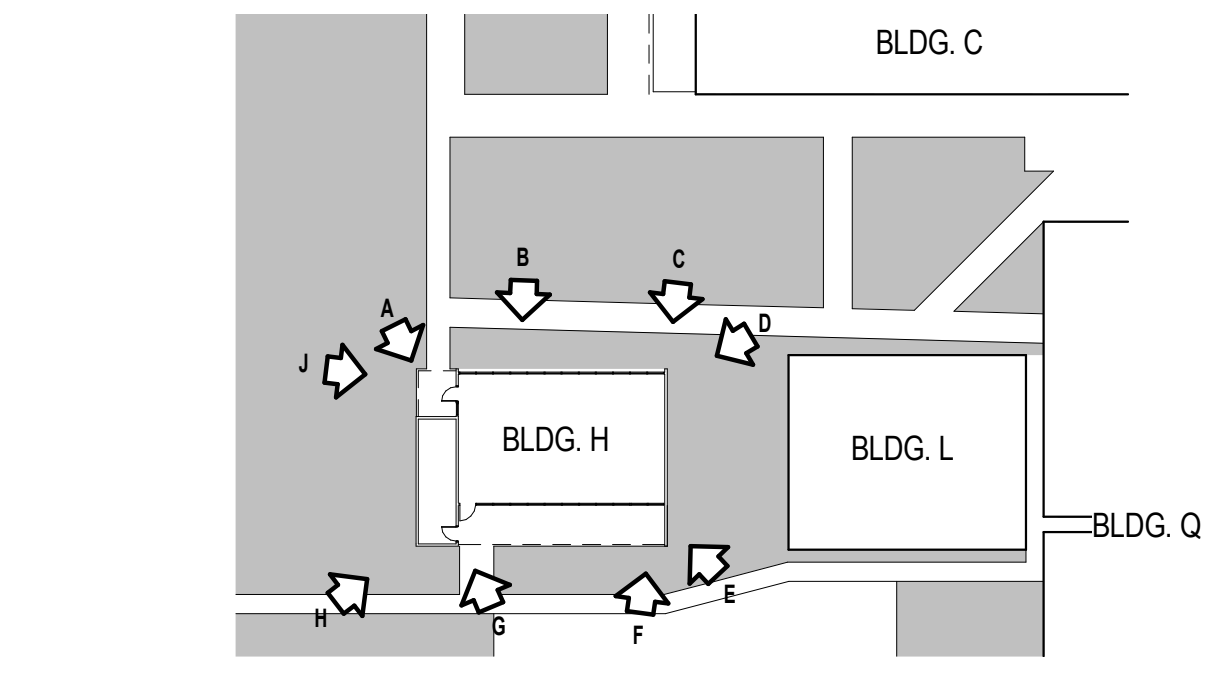
GENERAL NOTES

1. ALL DAMAGED FLASHING AND SKIRTING TO BE REPAIRED BEFORE PAINTING.

CAMPUS MAP



VIEW LEGEND



KEYNOTES

- 1 PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- 2 PREP AND PAINT WINDOW MULLIONS (COLOR 1)
- 3 PREP AND PAINT EXT. WALL (COLOR 2)
- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 7 PREP AND PAINT COVERED WALKWAY COLUMN AND STEEL SUPPORT BEAM (COLOR 3)
- 8 PREP AND PAINT COVERED WALKWAY. COMPLETELY PAINT UNDERSIDE AND ALL VERTICAL SURFACES (COLOR 3)
- 10 REPAINT DOOR SWING PER DISTRICT STANDARD
- 11 PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
- 12 PREP AND PAINT (E) F.E.C.'S (COLOR 1)
- 13 PREP AND PAINT (E) EQUIPMENT. COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING
- 14 PREP AND PAINT (E) CONDUIT
- 16 (E) EXT. FURNITURE. PREP AND PAINT WOOD SURFACES (COLOR 1) AND METAL SURFACES (COLOR 3)
- 18 PREP AND PAINT GUTTER (COLOR 3)
- 19 PREP AND PAINT EXT. CEMENT BOARD WALL PANEL AND FRAME (COLOR 1)
- 20 PREP AND PAINT (E) EXT. LIGHT FIXTURE SUPPORT (COLOR 3)
- 22 PROTECT IN PLACE (E) SIGNAGE
- 25 PREP AND PAINT SHEET METAL FLASHING AND REPAINT ACCENT PAINT ALONG TOP OF EXT. WALL. ALIGN WITH FASCIA BOARD ON ADJACENT FACADES (COLOR 3)
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD, PAINT TO MATCH (COLOR 3)
- 27 PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- 30 PREP AND PAINT (E) LOUVER (COLOR 3)
- 31 (E) CHAIN LINK FENCE, PROTECT IN PLACE
- 33 TRIM (E) PLANTING AS NECESSARY TO COMPLETE WORK, COORDINATE WITH DISTRICT
- 43 PREP AND PAINT EQUIPMENT SUPPORT. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 49 PROTECT IN PLACE (E) PLUMBING FIXTURE



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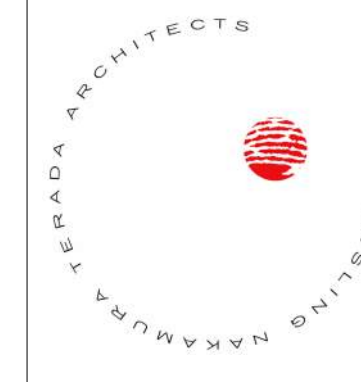
No.	Description	Date

Sheet Name

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Date	18818.00
07/09/2018	
Drawn by	BI
Checked by	CY
Sheet Number	

A-103



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PROJECT

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BID DOCUMENTS

No.	Description	Date

Sheet Name

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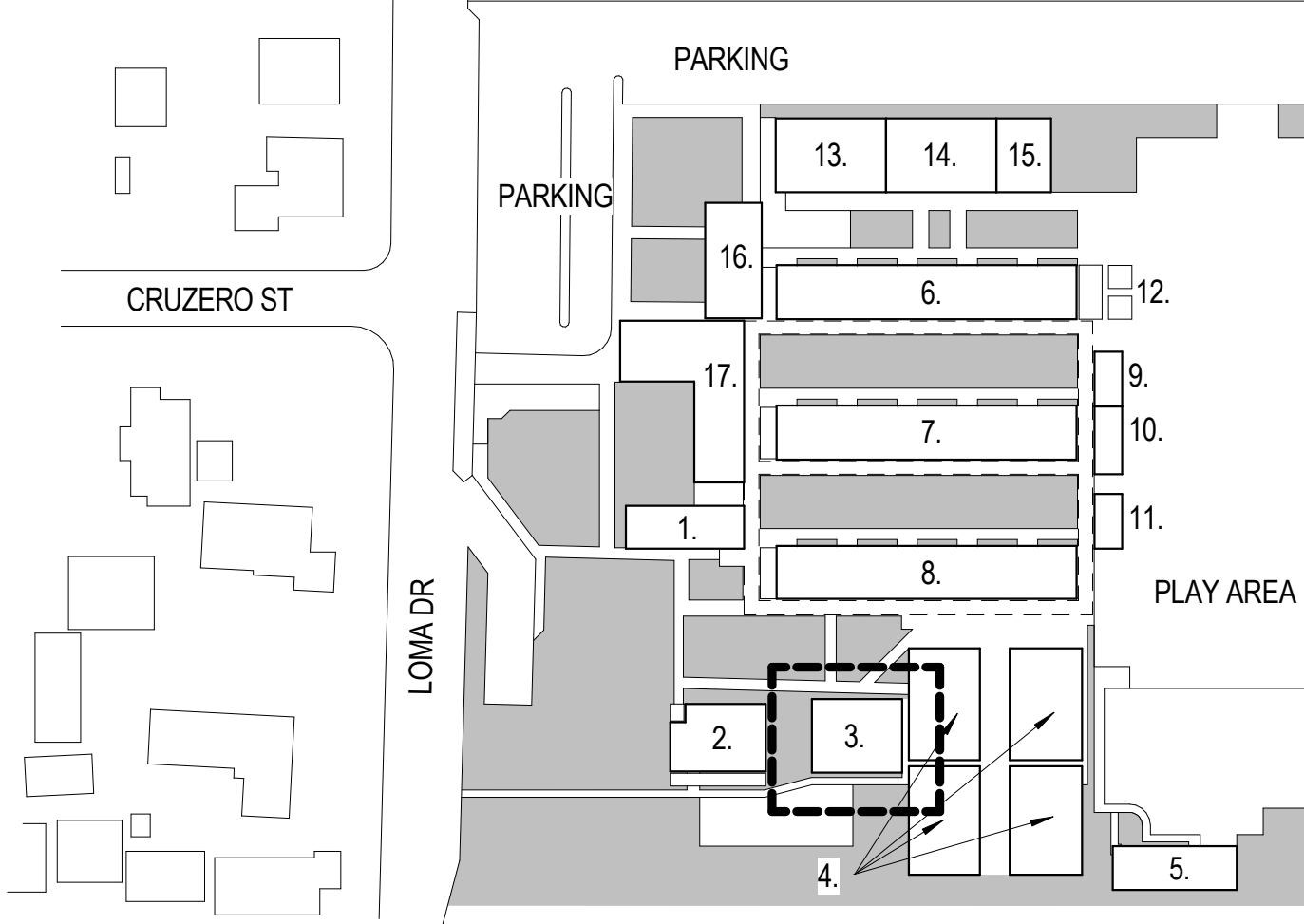
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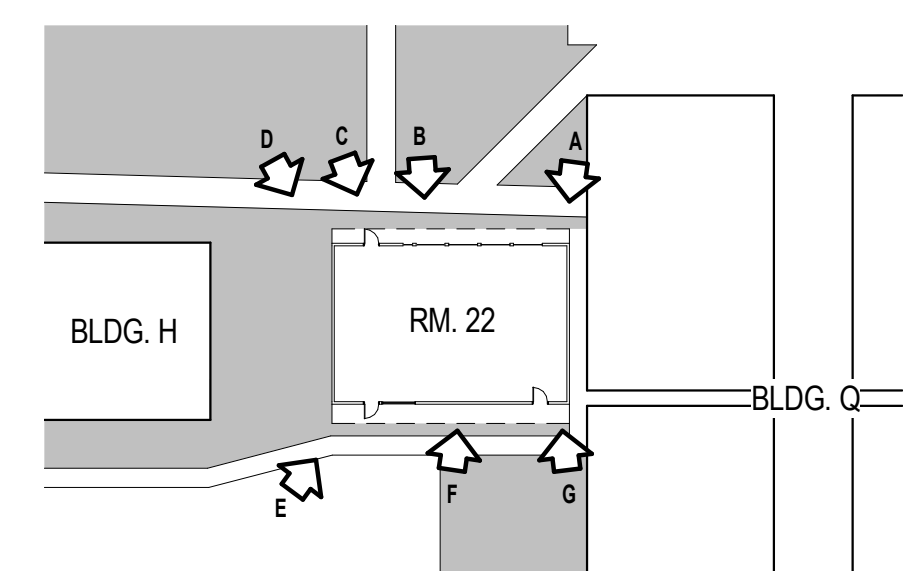
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CAMPUS MAP



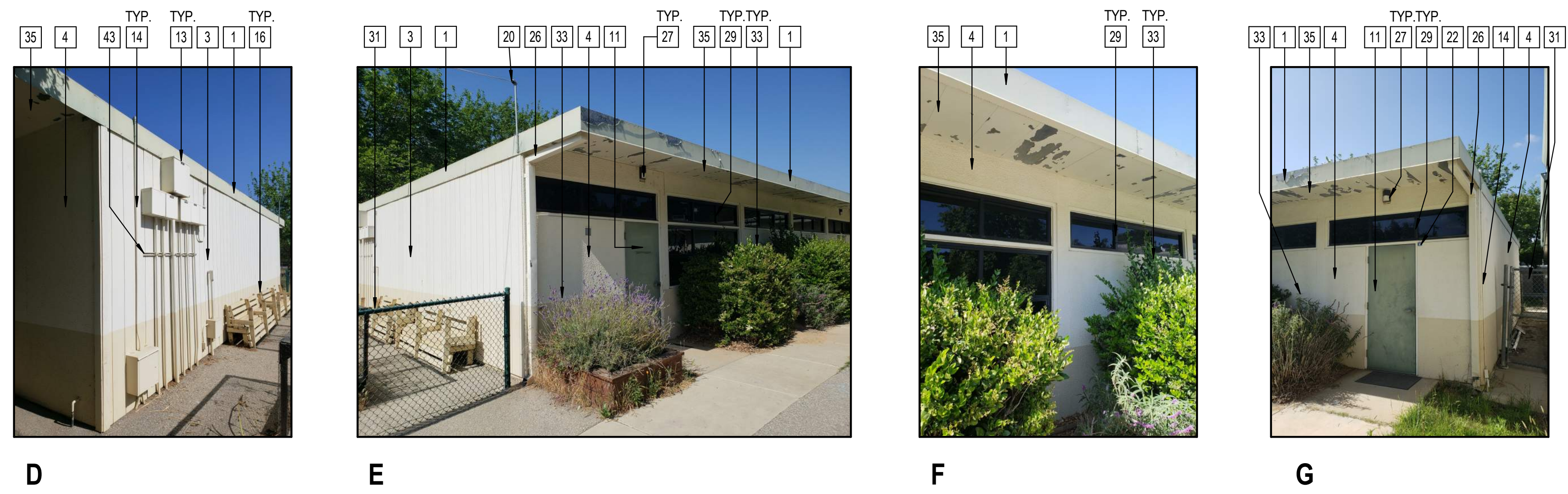
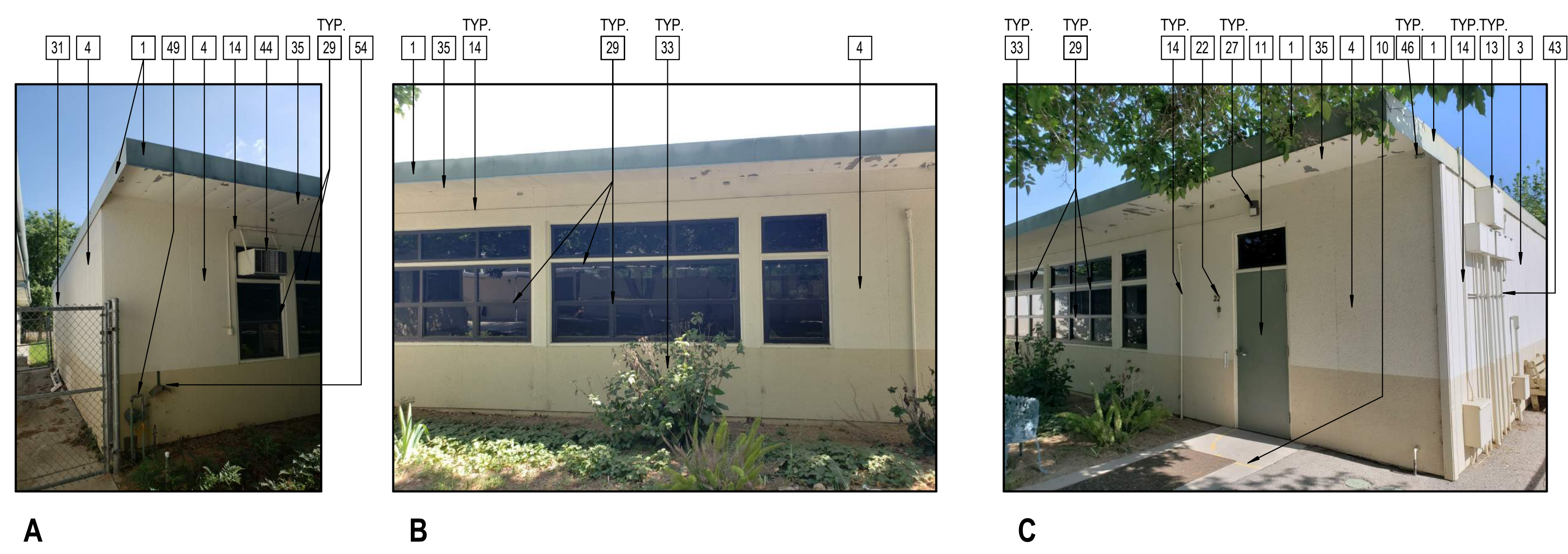
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| 2. BLDG H | 8. BLDG C | 14. BLDG K |
| 3. BLDG L | 9. BLDG F | 15. BLDG P |
| 4. BLDG Q | 10. BLDG O | 16. COVERED LUNCH
SHELTER - N.I.C. |
| 5. SMART START
BLDG A | 11. BLDG G | 17. BLDG D |
| | 12. STORAGE - N.I.C. | |

VIEW LEGEND



KEYNOTES

- 1 PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- 3 PREP AND PAINT EXT. WALL (COLOR 2)
- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 10 REPAINT DOOR SWING PER DISTRICT STANDARD
- 11 PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
- 13 PREP AND PAINT (E) EQUIPMENT, COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING
- 14 PREP AND PAINT (E) CONDUIT
- 16 (E) EXT. FURNITURE. PREP AND PAINT WOOD SURFACES (COLOR 1) AND METAL SURFACES (COLOR 3)
- 20 PREP AND PAINT (E) EXT. LIGHT FIXTURE SUPPORT (COLOR 3)
- 22 PROTECT IN PLACE (E) SIGNAGE
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD, PAINT TO MATCH (COLOR 3)
- 27 PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- 31 (E) CHAIN LINK FENCE, PROTECT IN PLACE
- 33 TRIM (E) PLANTING AS NECESSARY TO COMPLETE WORK, COORDINATE WITH DISTRICT
- 35 PREP AND PAINT EAVES (COLOR 1)
- 43 PREP AND PAINT EQUIPMENT SUPPORT. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 44 PROTECT IN PLACE (E) MECHANICAL EQUIPMENT
- 46 PROTECT IN PLACE (E) MODULAR TAG
- 49 PROTECT IN PLACE (E) PLUMBING FIXTURE
- 54 PREP AND PAINT (E) MISC. ITEM, COLOR TO MATCH ADJACENT BUILDING ELEMENT





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1216 LOMA DR, OJAI,
CA 93023

BID DOCUMENTS

No.	Description	Date

Sheet Name

BUILDING Q

18818.00

Date **07/09/2018**

Drawn by **BI**

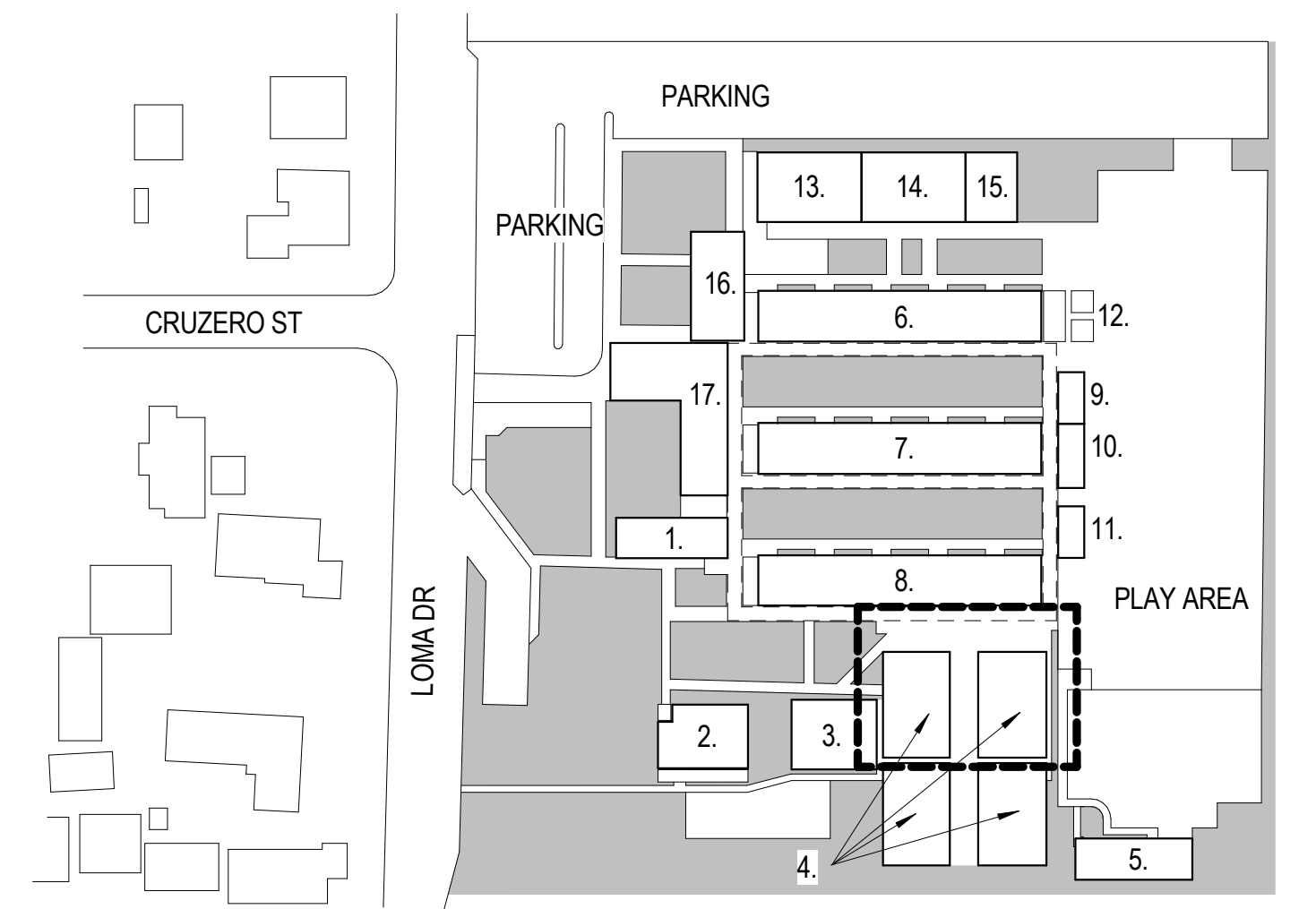
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GENERAL NOTES

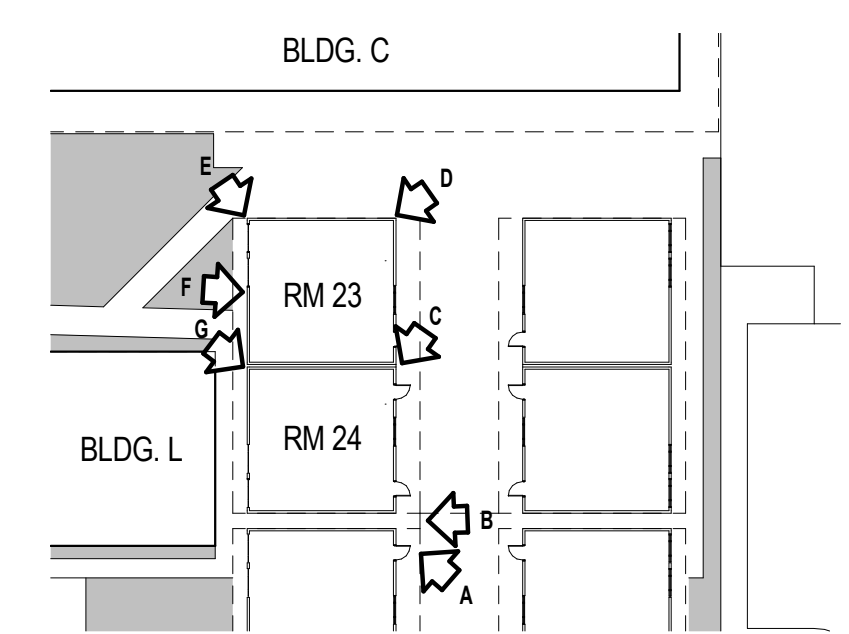
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CAMPUS MAP



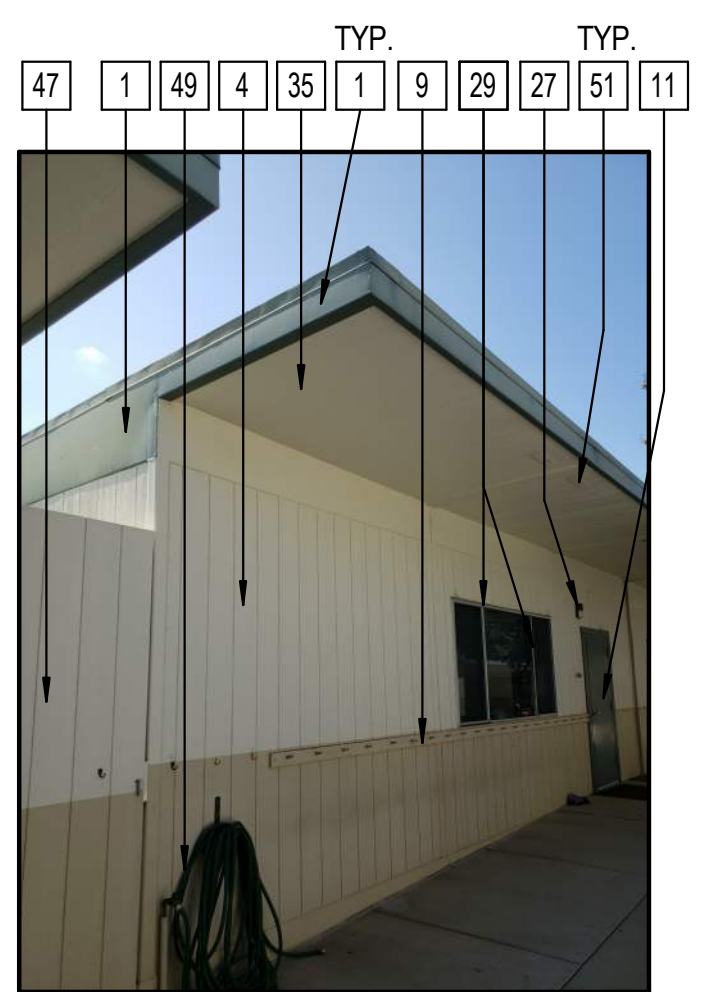
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- 2. BLDG H
- 3. BLDG L
- 4. BLDG Q
- 5. SMART START
- 6. BLDG A
- 7. BLDG B
- 8. BLDG C
- 9. BLDG F
- 10. BLDG O
- 11. BLDG G
- 12. STORAGE - N.I.C.
- 13. BLDG J
- 14. BLDG K
- 15. BLDG P
- 16. COVERED LUNCH SHELTER - N.I.C.
- 17. BLDG D

VIEW LEGEND



KEYNOTES

- 1 PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- 3 PREP AND PAINT EXT. WALL (COLOR 2)
- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 6 PROTECT IN PLACE (E) FIRE ALARM DEVICE
- 9 REMOVE AND PAINT (E) BACKPACK HOOKS (COLOR 1) FOR REINSTALL AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
- 10 REPAINT DOOR SWING PER DISTRICT STANDARD
- 11 PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
- 13 PREP AND PAINT (E) EQUIPMENT. COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING
- 14 PREP AND PAINT (E) CONDUIT
- 18 PREP AND PAINT GUTTER (COLOR 3)
- 22 PROTECT IN PLACE (E) SIGNAGE
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD, PAINT TO MATCH (COLOR 3)
- 27 PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- 31 (E) CHAIN LINK FENCE, PROTECT IN PLACE
- 35 PREP AND PAINT EAVES (COLOR 1)
- 43 PREP AND PAINT EQUIPMENT SUPPORT. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 46 PROTECT IN PLACE (E) MODULAR TAG
- 47 PREP AND PAINT GATE (COLOR 1)
- 48 REMOVE AND STORE (E) SHADE CANOPY. REINSTALL AFTER WORK IS COMPLETE. COORDINATE WITH DISTRICT
- 49 PROTECT IN PLACE (E) PLUMBING FIXTURE
- 50 PROTECT IN PLACE (E) MECHANICAL CURB
- 51 PREP AND PAINT (E) VENT (COLOR 1)



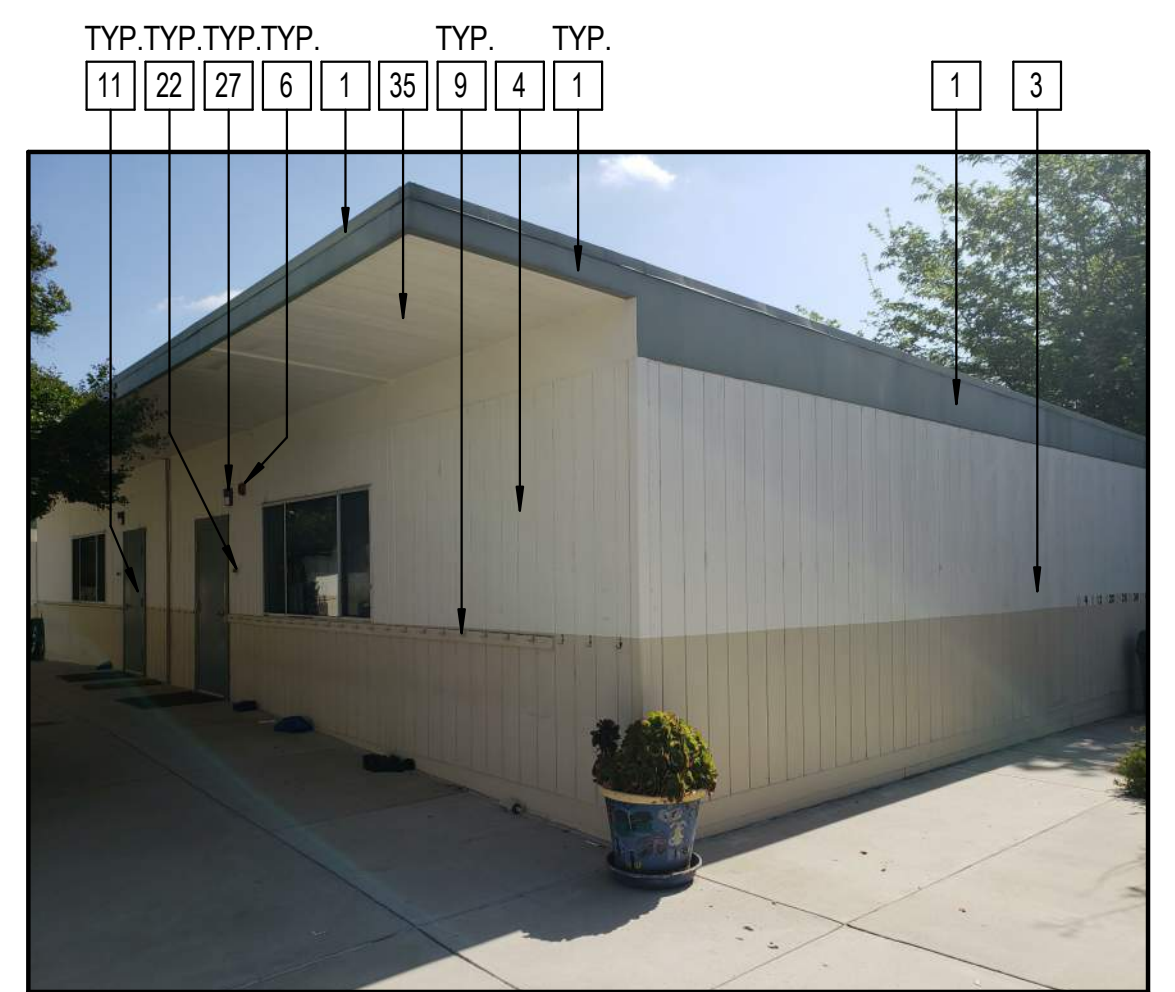
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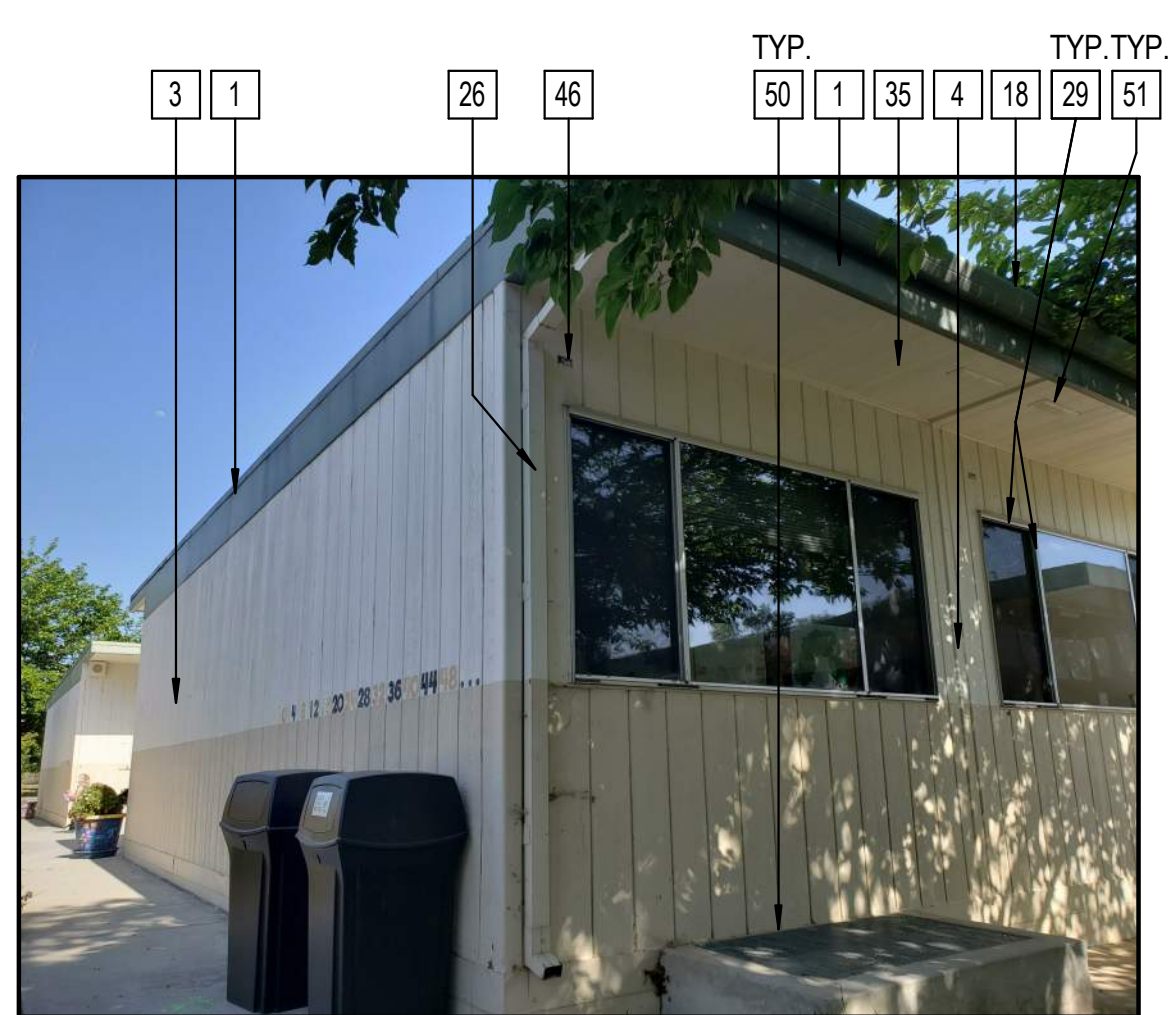
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PROJECT**

1216 LOMA DR, OJAI,
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BID DOCUMENTS

No.	Description	Date

Sheet Name

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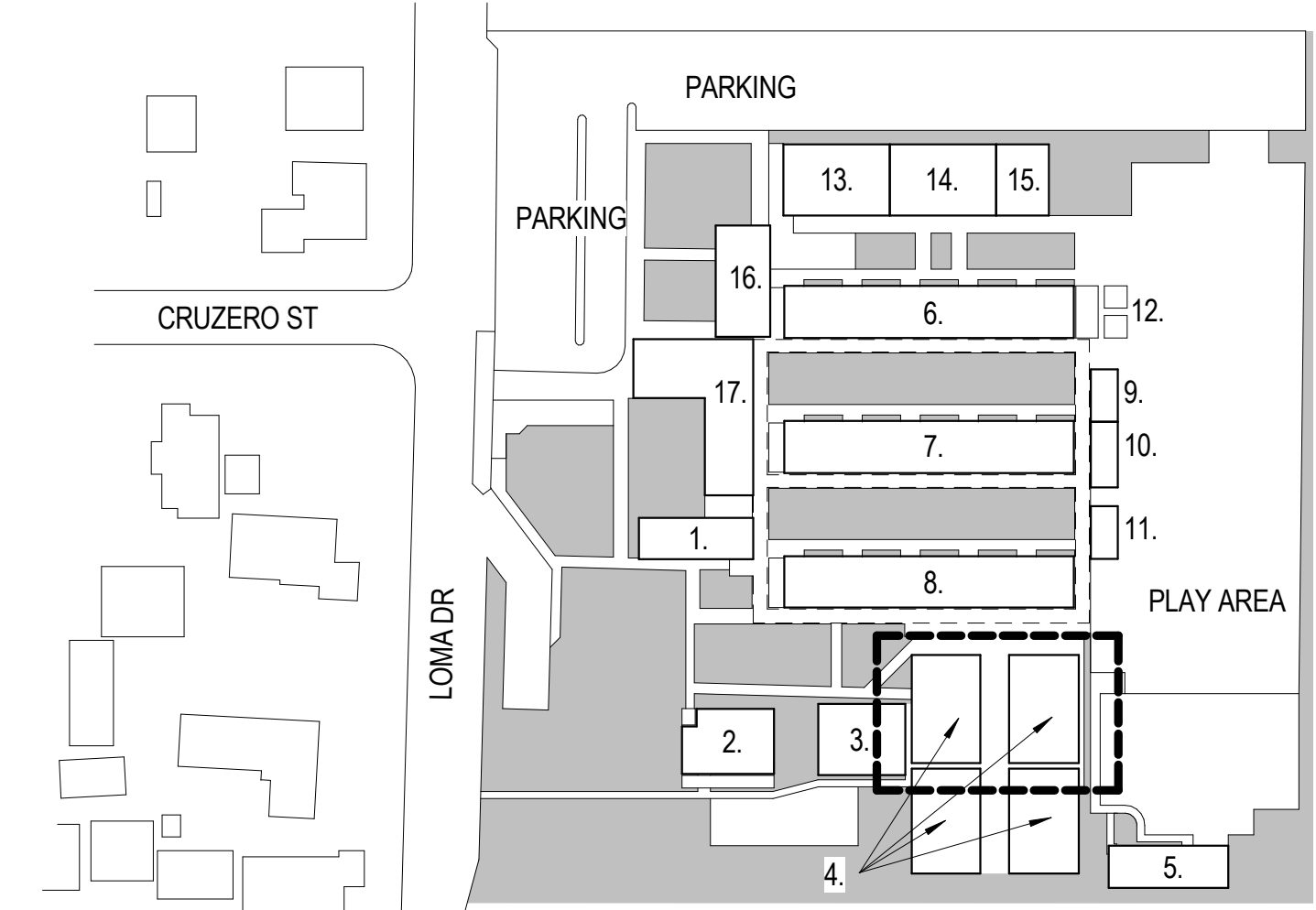
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Checked by	CY
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A-106

GENERAL NOTES

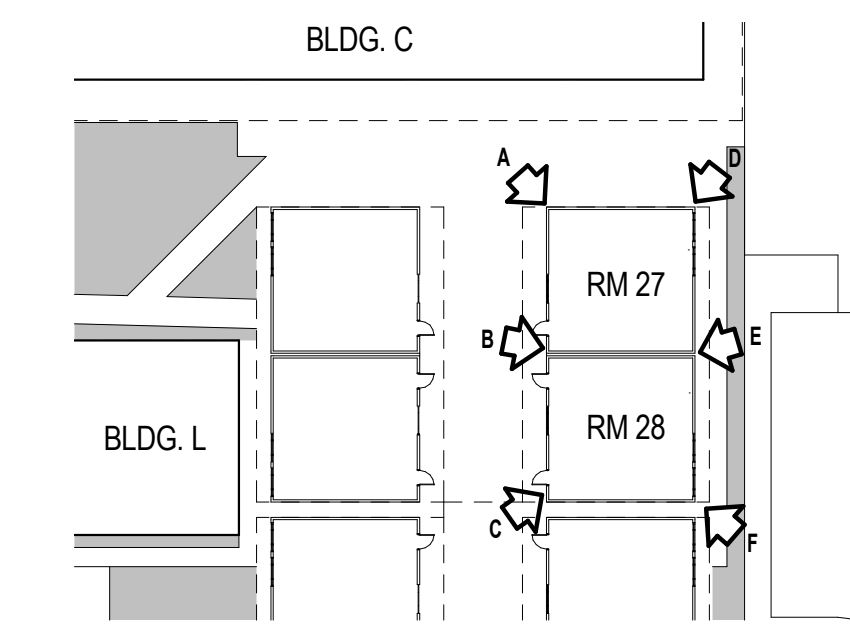
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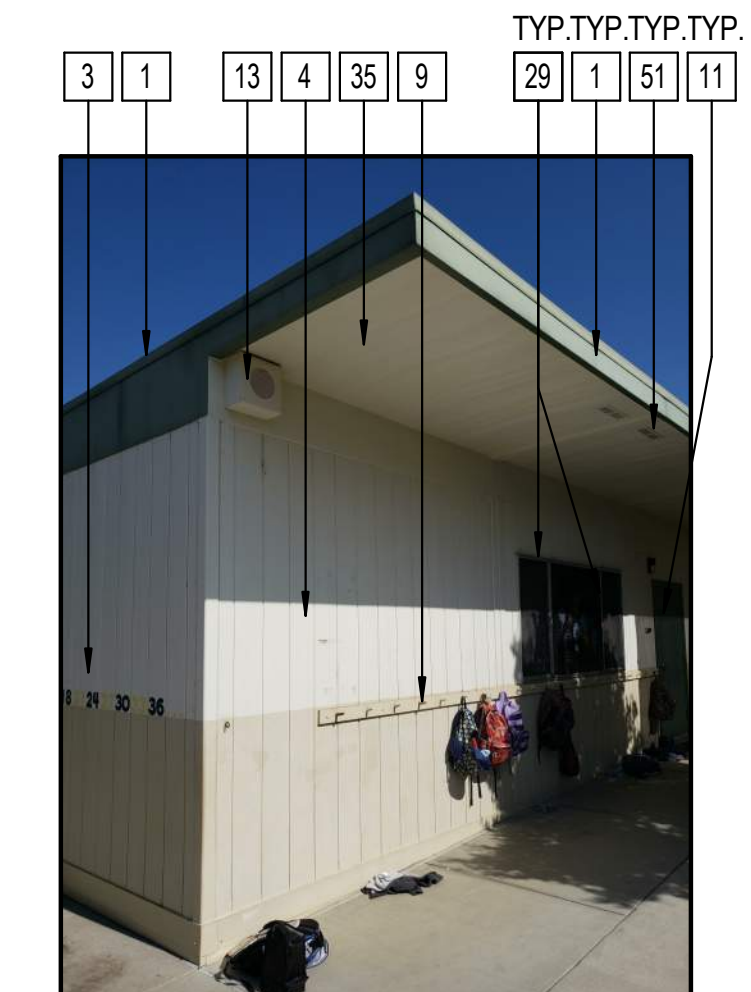
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- 2. BLDG H
- 3. BLDG L
- 4. BLDG Q
- 5. SMART START
- 6. BLDG A
- 7. BLDG B
- 8. BLDG C
- 9. BLDG F
- 10. BLDG O
- 11. BLDG G
- 12. STORAGE - N.I.C.
- 13. BLDG J
- 14. BLDG K
- 15. BLDG P
- 16. COVERED LUNCH SHELTER - N.I.C.
- 17. BLDG D

VIEW LEGEND



KEYNOTES

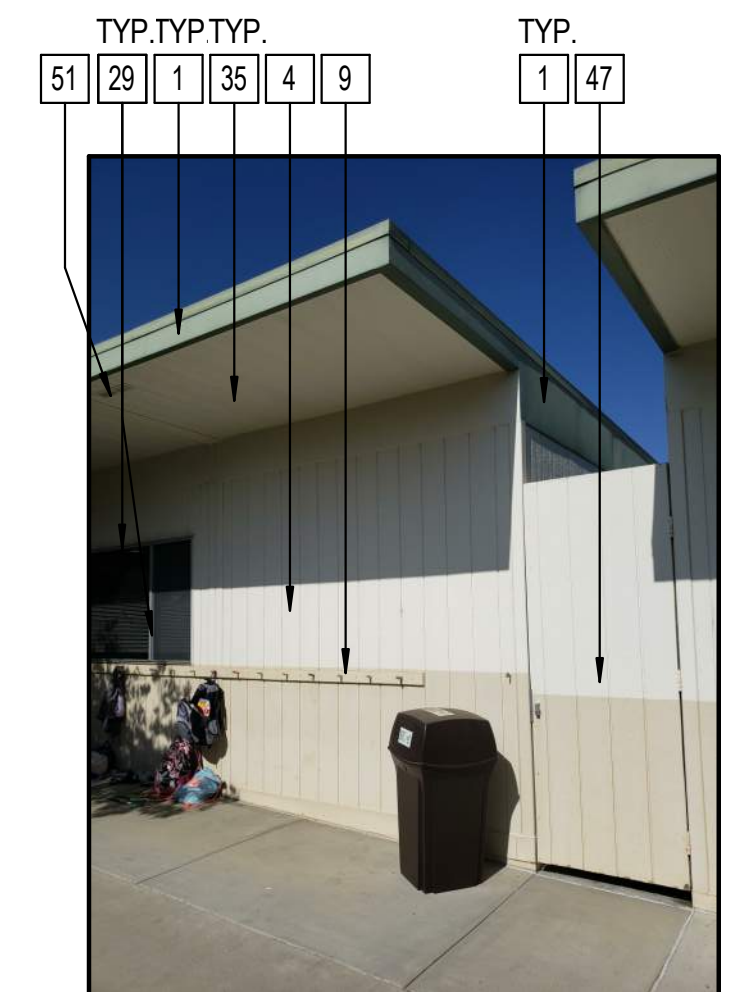
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- 3 PREP AND PAINT EXT. WALL (COLOR 2)
- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 9 REMOVE AND PAINT (E) BACKPACK HOOKS (COLOR 1) FOR REINSTALL AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
- 10 REPAINT DOOR SWING PER DISTRICT STANDARD
- 11 PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
- 13 PREP AND PAINT (E) EQUIPMENT, COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING
- 14 PREP AND PAINT (E) CONDUIT
- 16 (E) EXT. FURNITURE. PREP AND PAINT WOOD SURFACES (COLOR 1) AND METAL SURFACES (COLOR 3)
- 18 PREP AND PAINT GUTTER (COLOR 3)
- 22 PROTECT IN PLACE (E) SIGNAGE
- 25 PREP AND PAINT SHEET METAL FLASHING AND REPAINT ACCENT PAINT ALONG TOP OF EXT. WALL. ALIGN WITH FASCIA BOARD ON ADJACENT FACADES (COLOR 3)
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD, PAINT TO MATCH (COLOR 3)
- 27 PROTECT IN PLACE (E) EXT. LIGHT FIXTURE
- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
- 35 PREP AND PAINT EAVES (COLOR 1)
- 43 PREP AND PAINT EQUIPMENT SUPPORT. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 46 PROTECT IN PLACE (E) MODULAR TAG
- 47 PREP AND PAINT GATE (COLOR 1)
- 48 REMOVE AND STORE (E) SHADE CANOPY. REINSTALL AFTER WORK IS COMPLETE, COORDINATE WITH DISTRICT
- 49 PROTECT IN PLACE (E) PLUMBING FIXTURE
- 50 PROTECT IN PLACE (E) MECHANICAL CURB
- 51 PREP AND PAINT (E) VENT (COLOR 1)



A



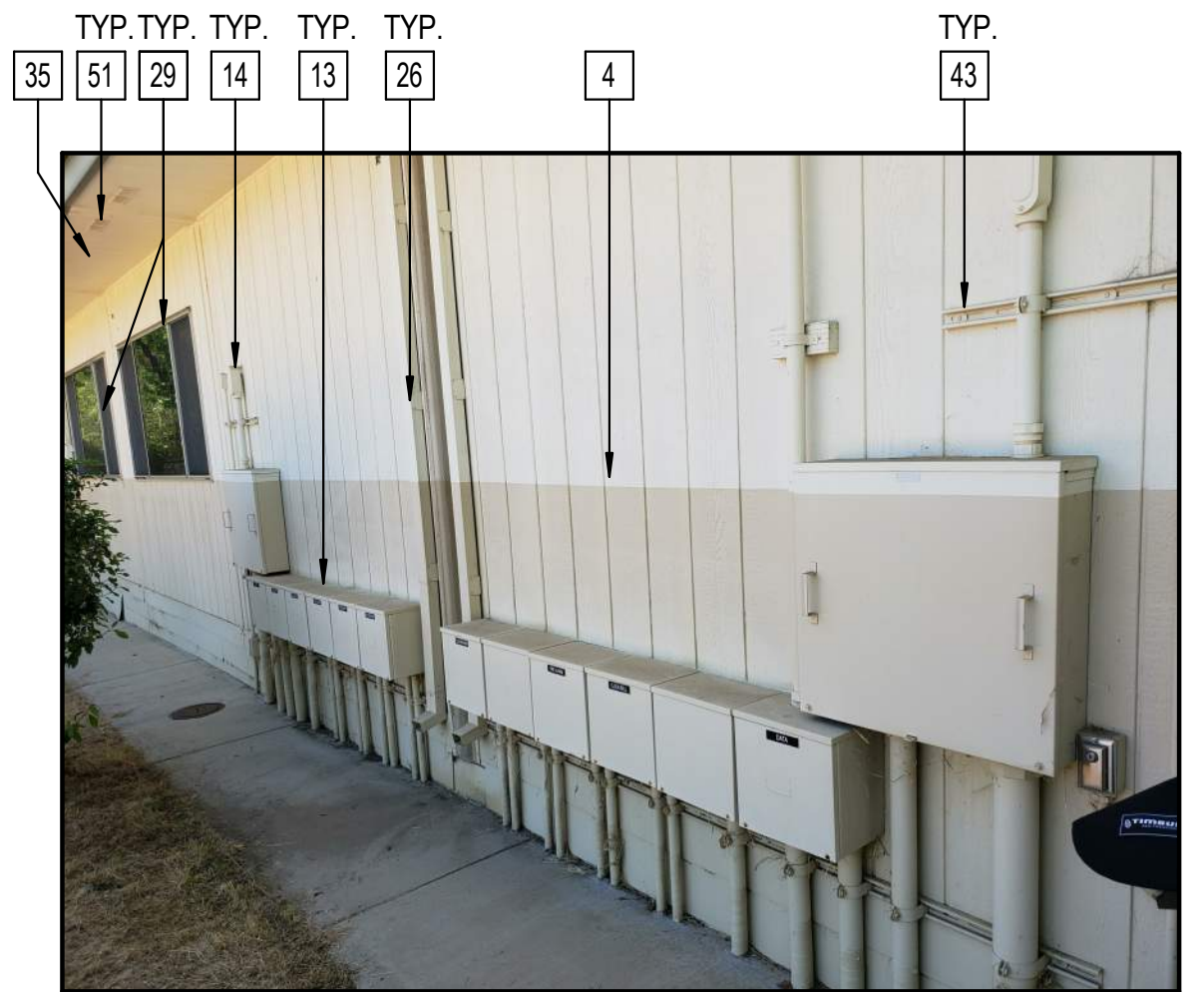
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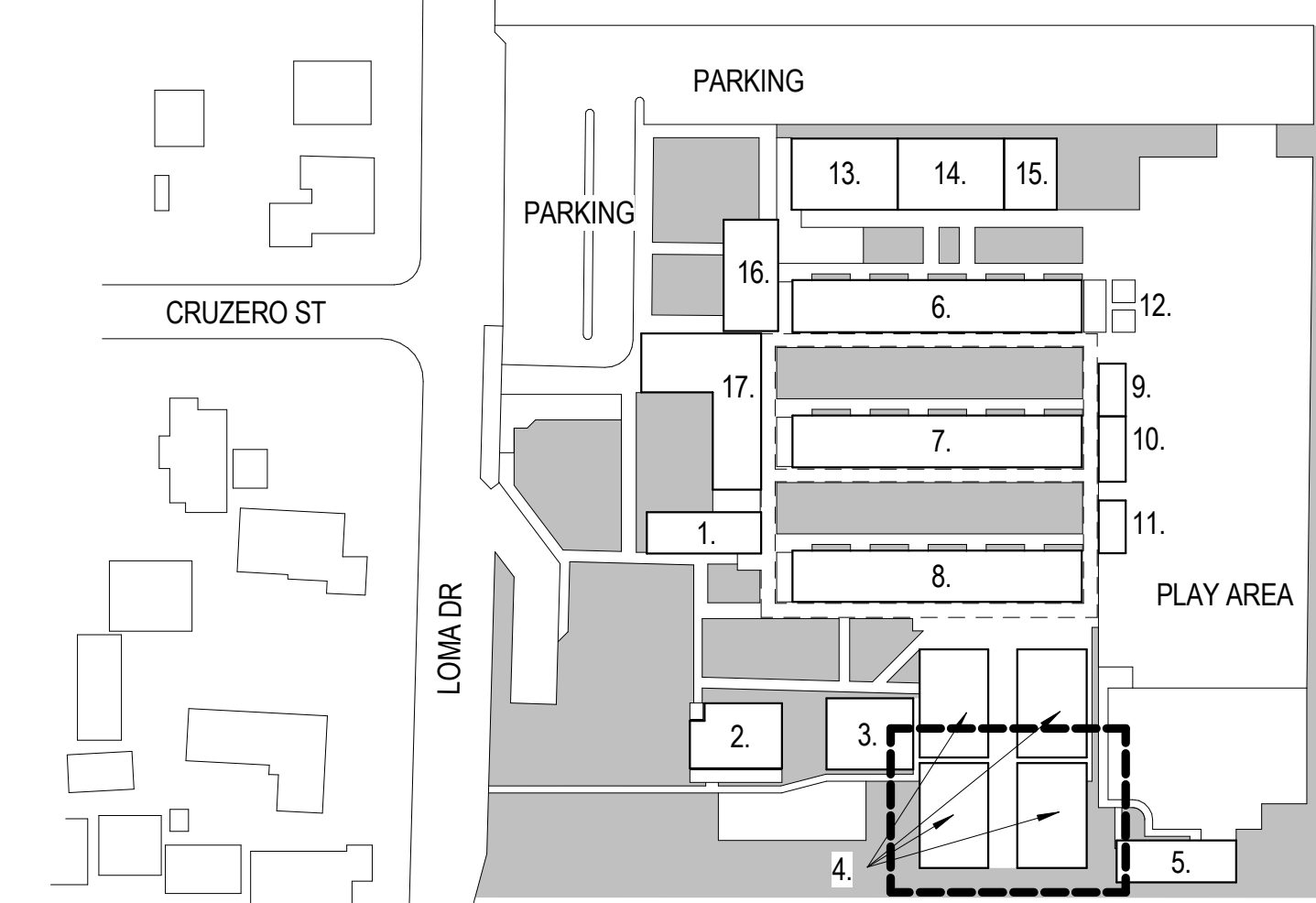


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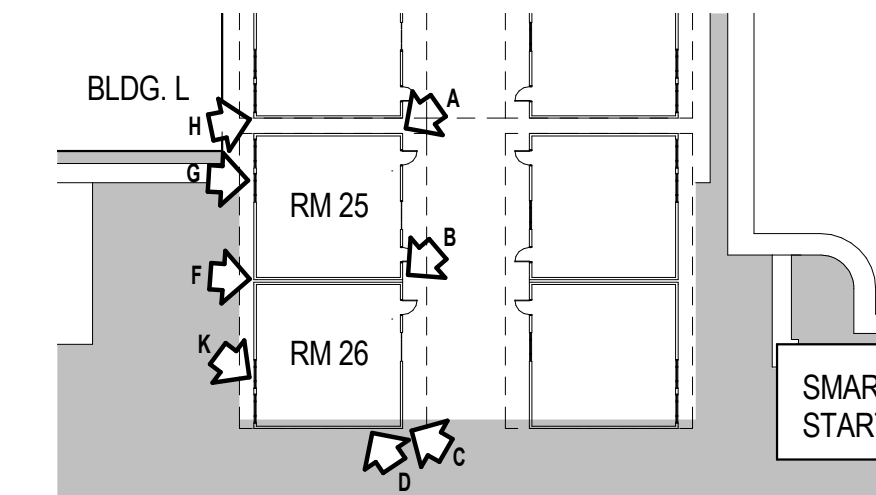
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CAMPUS MAP



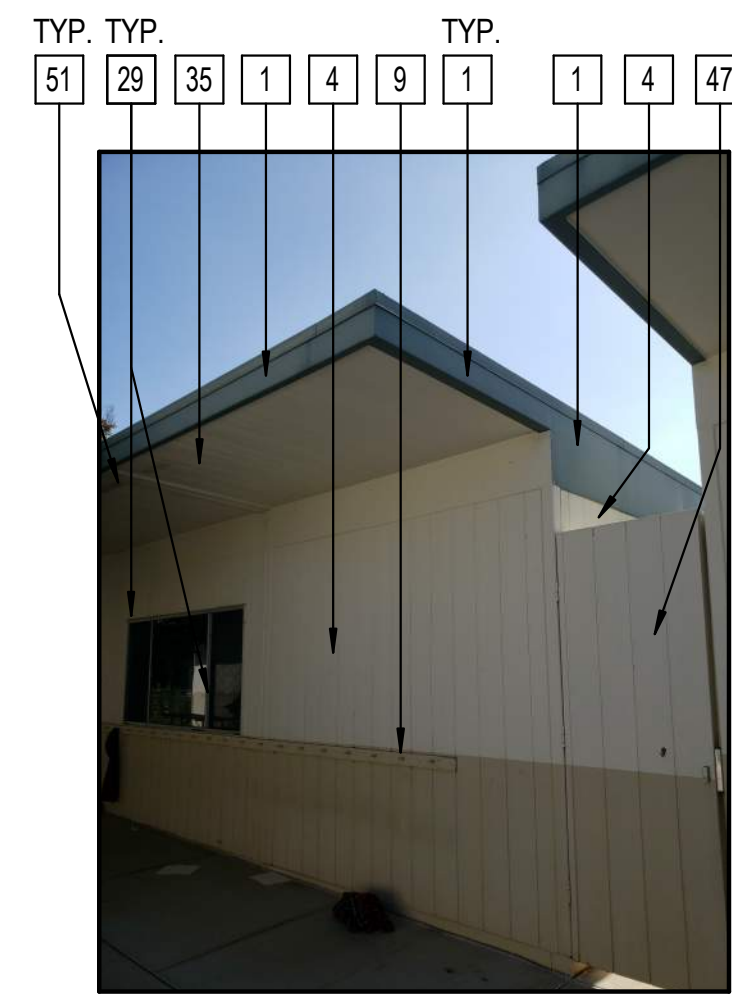
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SHELTER - N.I.C. |
| 5. SMART START | 11. BLDG G | 17. BLDG D |
| 6. BLDG A | 12. STORAGE - N.I.C. | |

VIEW LEGEND



KEYNOTES

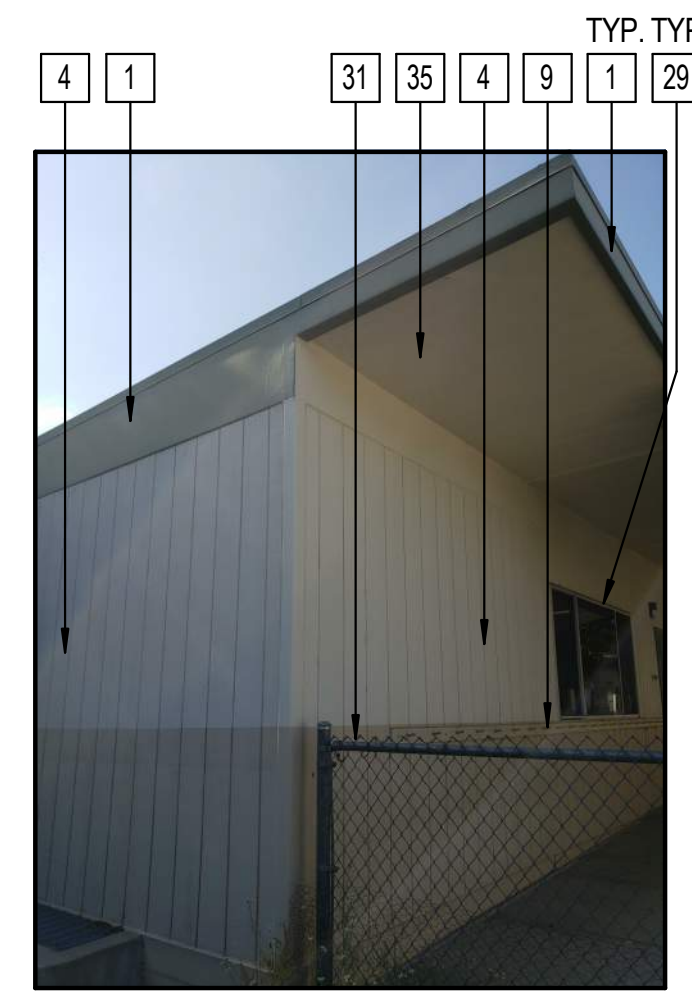
- 1 PREP AND PAINT SHEET METAL FLASHING AND FASCIA BOARD (COLOR 3)
- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 9 REMOVE AND PAINT (E) BACKPACK HOOKS (COLOR 1) FOR REINSTALL AFTER ALL PAINTING FOR BUILDING FACADE IS COMPLETED
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- 14 PREP AND PAINT (E) CONDUIT
- 18 PREP AND PAINT GUTTER (COLOR 3)
- 21 PROTECT IN PLACE (E) SECURITY CAMERA
- 22 PROTECT IN PLACE (E) SIGNAGE
- 25 PREP AND PAINT SHEET METAL FLASHING AND REPAINT ACCENT PAINT ALONG TOP OF EXT. WALL. ALIGN WITH FASCIA BOARD ON ADJACENT FACADES (COLOR 3)
- 26 PREP AND PAINT DOWNSPOUT AND SUPPORTS (COLOR 1). WHERE ADJACENT TO FASCIA BOARD. PAINT TO MATCH (COLOR 3)
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- 29 PREP AND PAINT WINDOW MULLIONS AND FRAME (COLOR 3)
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- 33 TRIM (E) PLANTING AS NECESSARY TO COMPLETE WORK, COORDINATE WITH DISTRICT
- 35 PREP AND PAINT EAVES (COLOR 1)
- 43 PREP AND PAINT EQUIPMENT SUPPORT. COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 46 PROTECT IN PLACE (E) MODULAR TAG
- 47 PREP AND PAINT GATE (COLOR 1)
- 48 REMOVE AND STORE (E) SHADE CANOPY. REINSTALL AFTER WORK IS COMPLETE, COORDINATE WITH DISTRICT
- 50 PROTECT IN PLACE (E) MECHANICAL CURB
- 51 PREP AND PAINT (E) VENT (COLOR 1)



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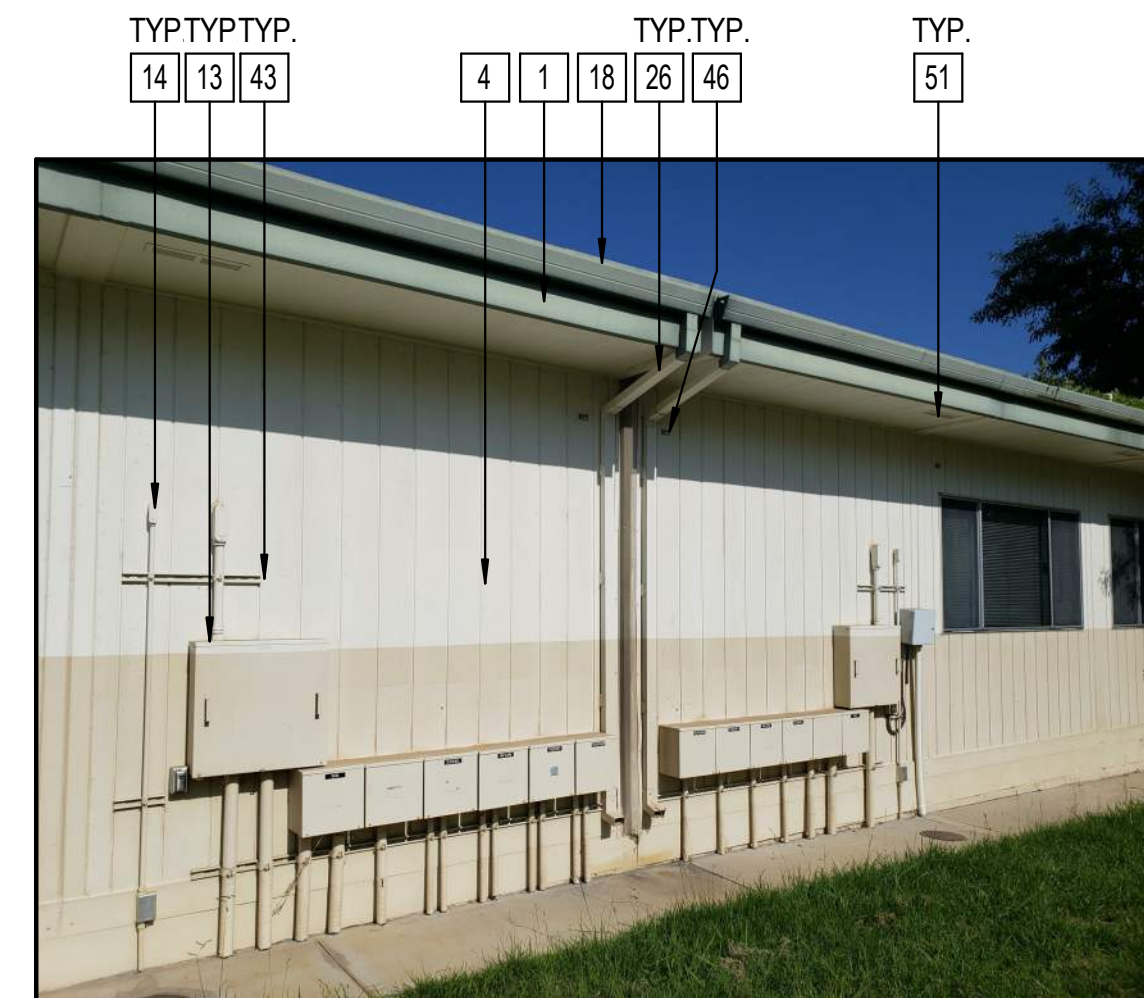
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OJAI
UNIFIED
SCHOOL
DISTRICT

MIRA MONTE
ELEMENTARY
SCHOOL
REPAINTING
PROJECT

1216 LOMA DR, OJAI,
CA 93023

BID DOCUMENTS

No.	Description	Date

Sheet Name

BUILDING Q

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Date	07/09/2018
Drawn by	BI
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Sheet Number	

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No.	Description	Date

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BUILDING Q

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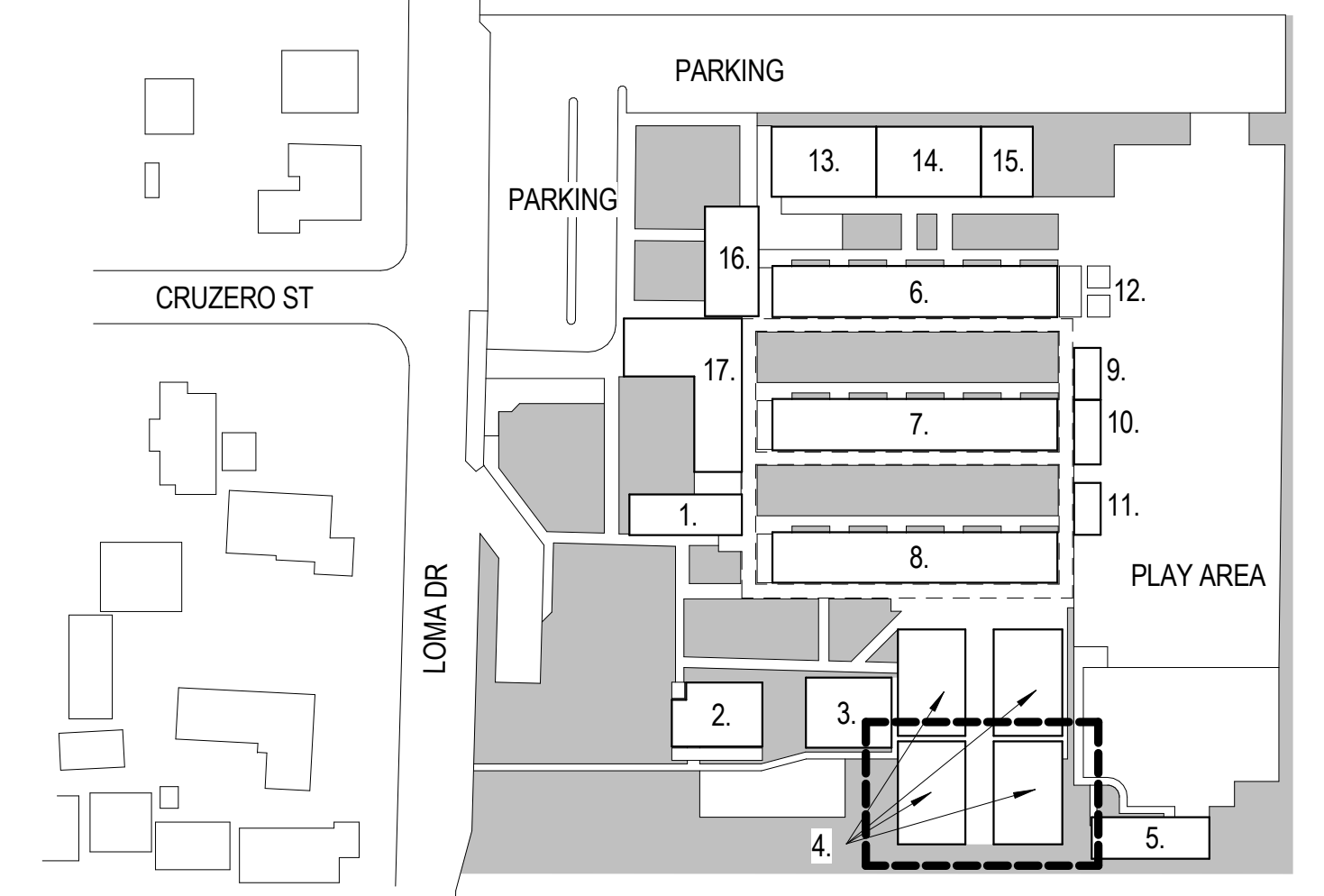
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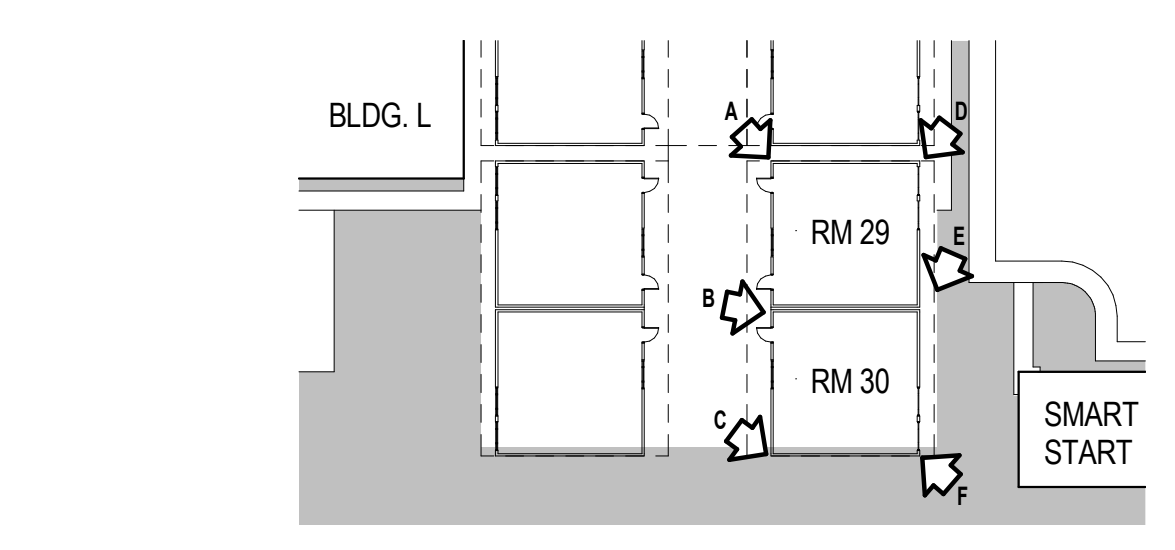
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| 4. BLDG Q | 10. BLDG O | 16. COVERED LUNCH |
| 5. SMART START | 11. BLDG G | SHELTER - N.I.C. |
| 6. BLDG A | 12. STORAGE - N.I.C. | 17. BLDG D |

VIEW LEGEND



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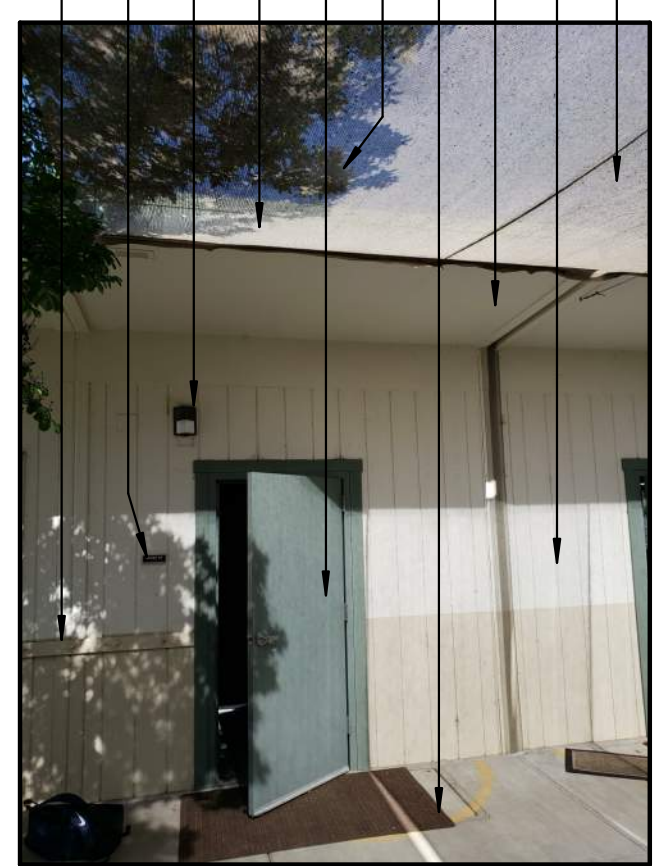
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- PREP AND PAINT (E) VENT (COLOR 1)

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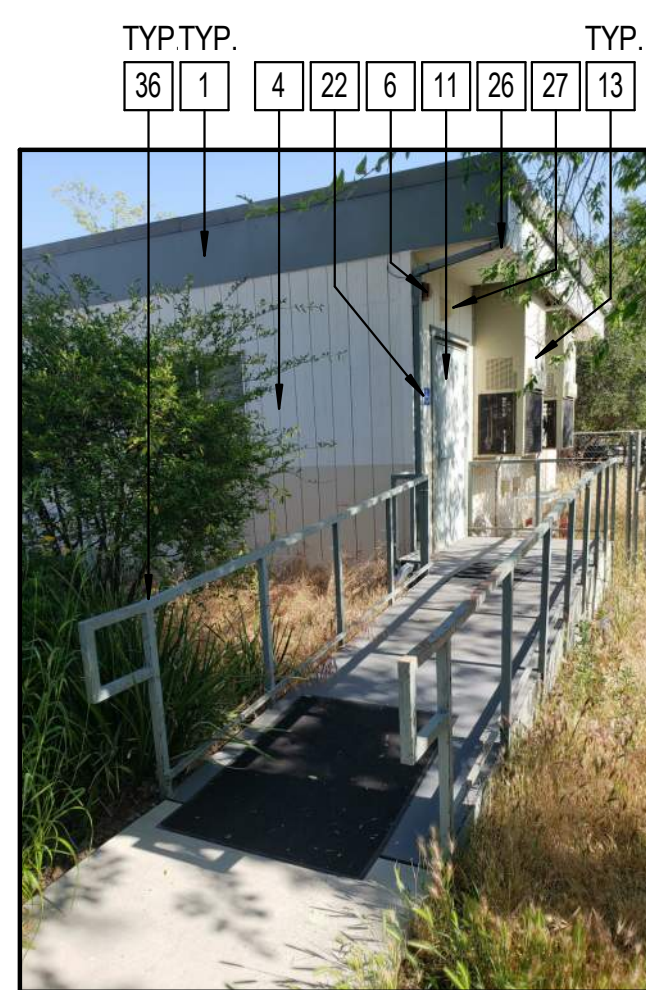


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GENERAL NOTES

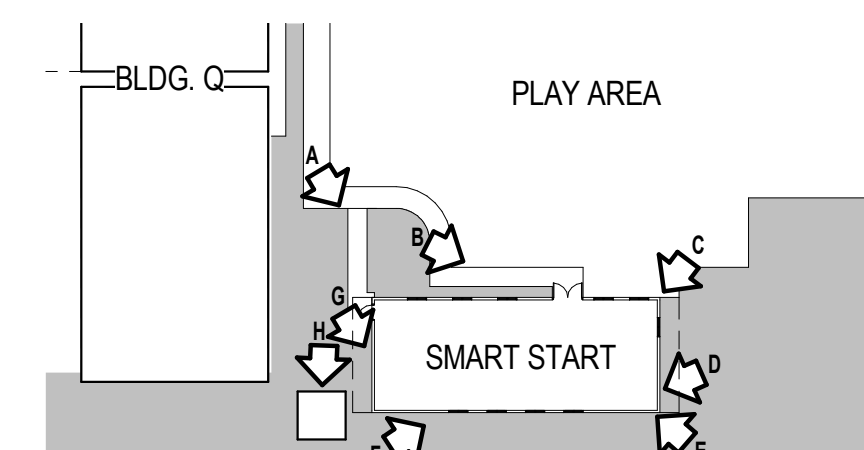
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| 6. BLDG A | 12. STORAGE - N.I.C. | |

VIEW LEGEND



KEYNOTES

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- 36 PREP AND PAINT METAL RAILING (COLOR 3)
- 37 PREP AND PAINT SHED WALL (COLOR 1)
- 38 PREP AND PAINT SHED FASCIA (COLOR 3)
- 39 PREP AND PAINT SHEET METAL ROOF (COLOR 3)
- 44 PROTECT IN PLACE (E) MECHANICAL EQUIPMENT
- 45 PROTECT IN PLACE (E) SITE ELEMENT
- 51 PREP AND PAINT (E) VENT (COLOR 1)
- 52 PREP AND PAINT SHED DOOR (COLOR 2) AND FRAME (COLOR 3). COMPLETELY PAINT BOTH INTERIOR AND EXTERIOR SURFACES
- 53 PREP AND PAINT WINDOW FRAME (COLOR 3)
- 54 PREP AND PAINT (E) MISC. ITEM, COLOR TO MATCH ADJACENT BUILDING ELEMENT
- 55 PROTECT IN PLACE (E) MISC. ITEM
- 56 PREP AND PAINT (E) PLUMBING FIXTURE. COLOR TO MATCH ADJACENT BUILDING ELEMENT. ENSURE PROPER OPERATION AFTER PAINTING

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Date 07/09/2018
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Sheet Number

OJAI UNIFIED SCHOOL DISTRICT

MIRA MONTE ELEMENTARY SCHOOL REPAINTING PROJECT

1216 LOMA DR, OJAI, CA 93023

BID DOCUMENTS

No.	Description	Date

Sheet Name

BUILDINGS F, O & G

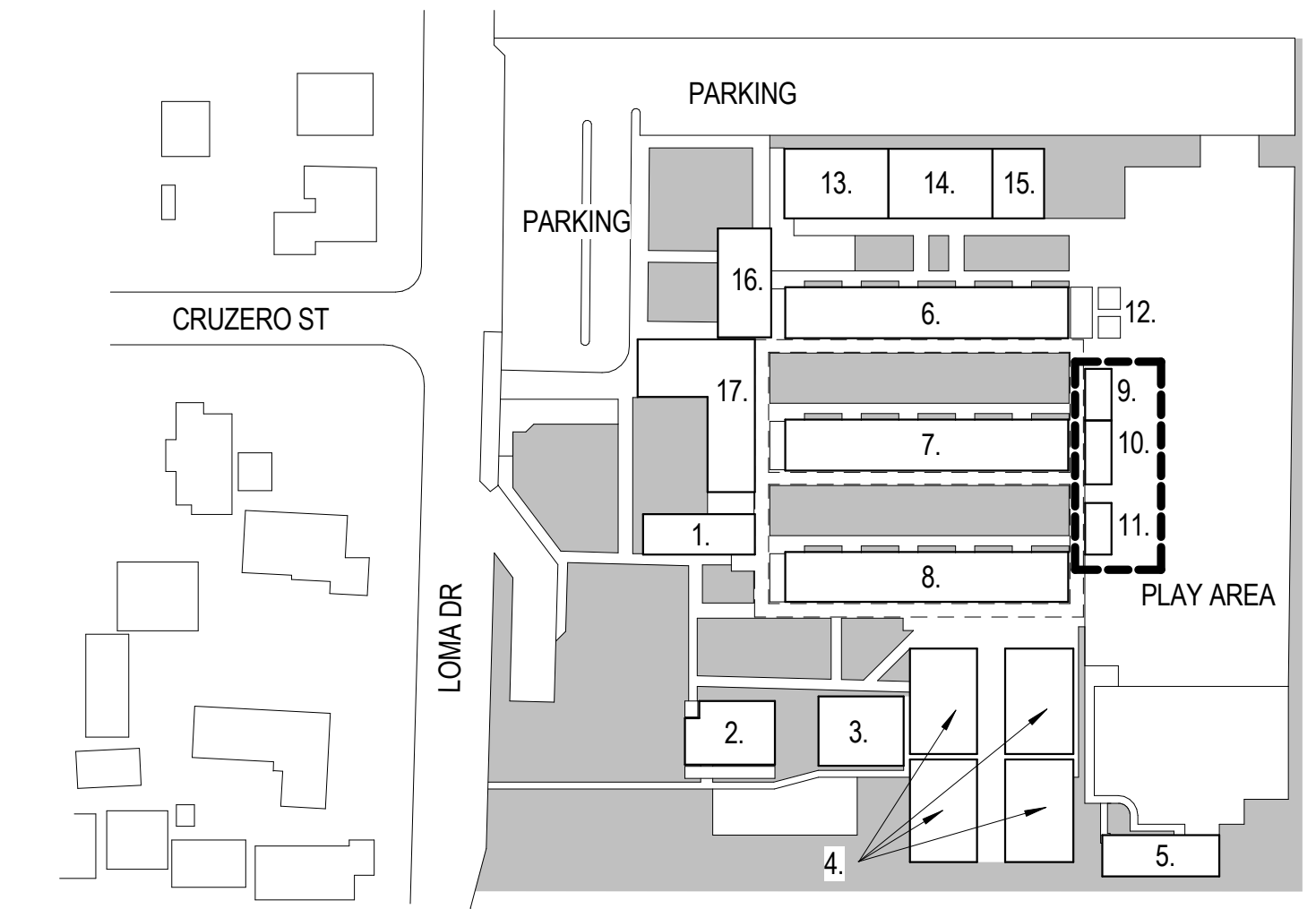
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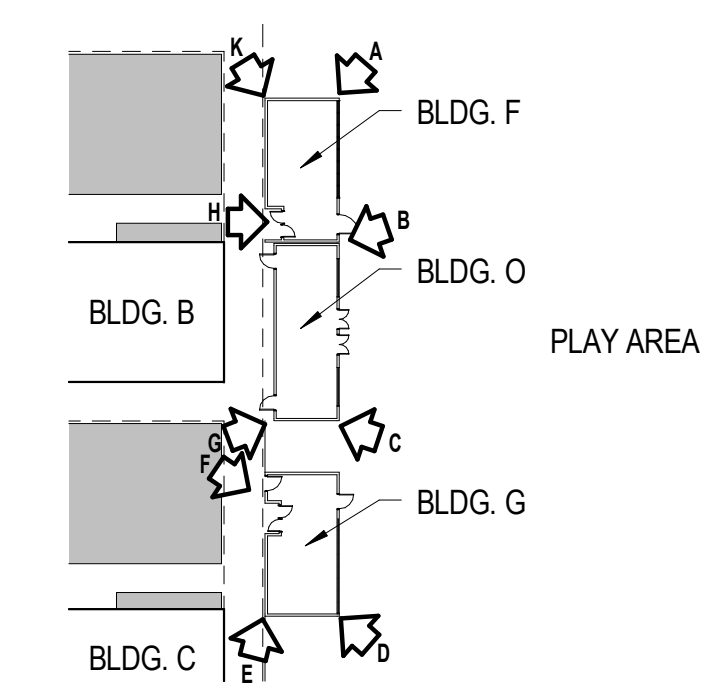
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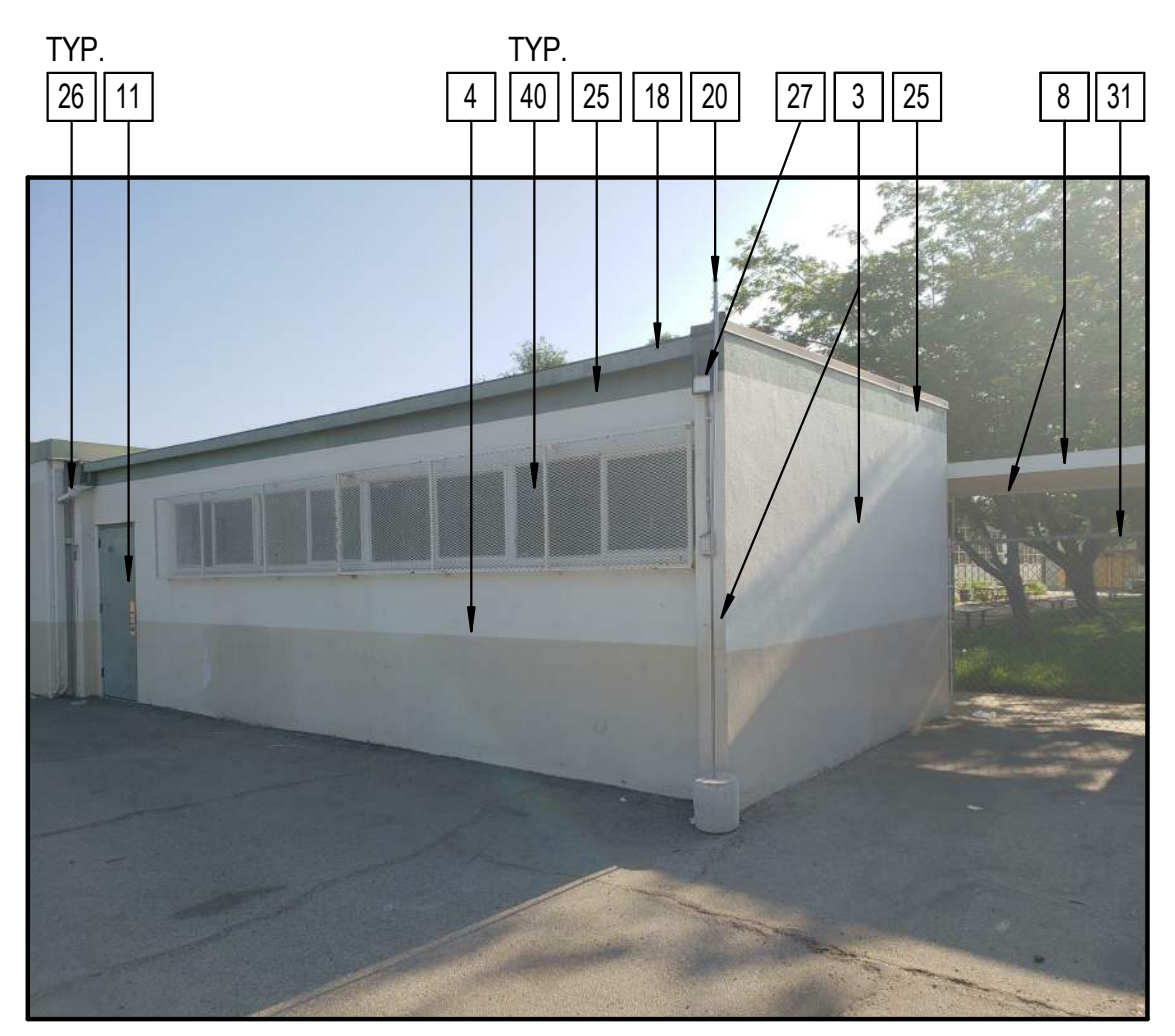
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- 8. BLDG C
- 9. BLDG F
- 10. BLDG O
- 11. BLDG G
- 12. STORAGE - N.I.C.
- 13. BLDG J
- 14. BLDG K
- 15. BLDG P
- 16. COVERED LUNCH SHELTER - N.I.C.
- 17. BLDG D

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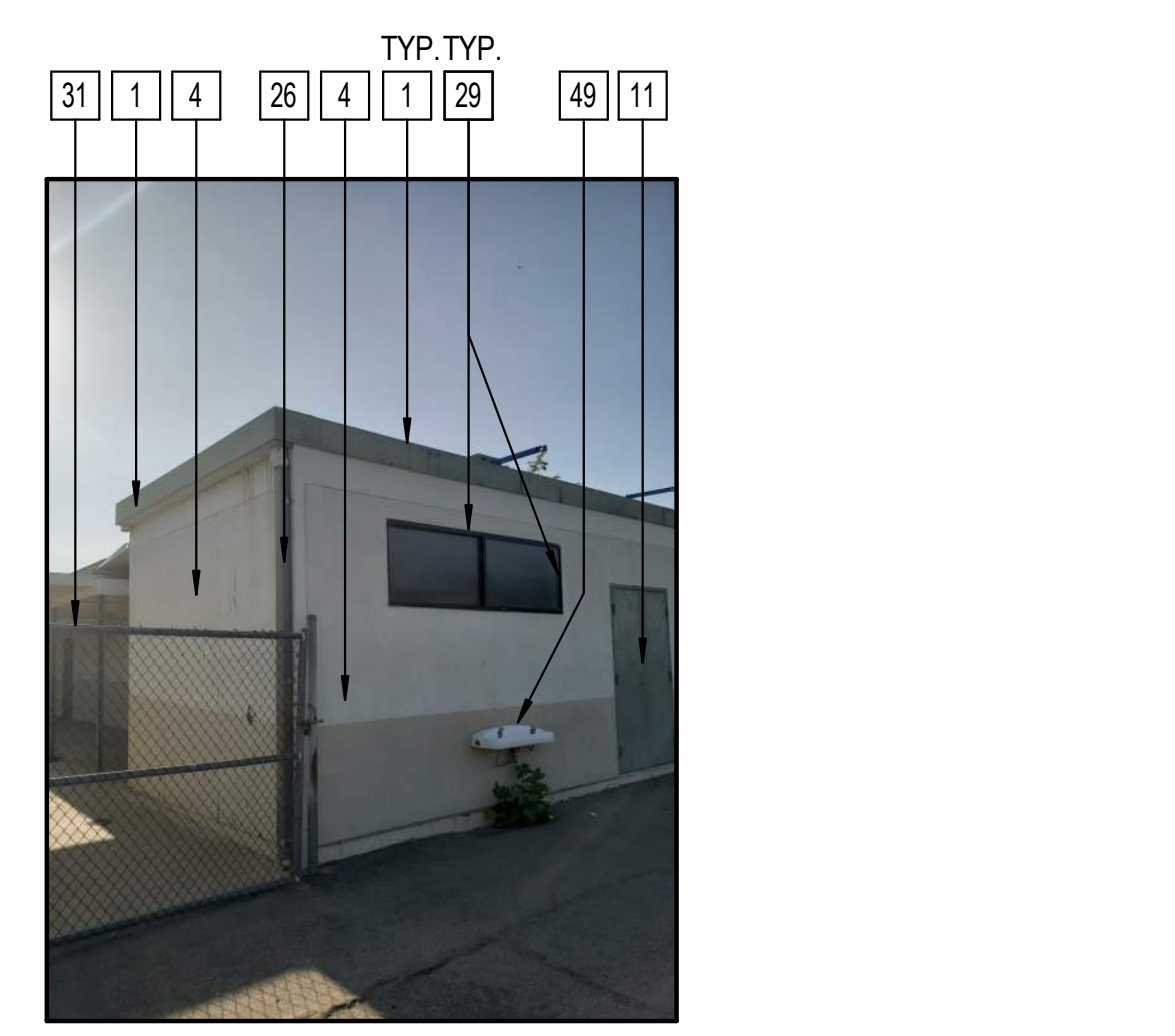
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- 4 PREP AND PAINT EXT. WALL (COLOR 1)
- 6 PROTECT IN PLACE (E) FIRE ALARM DEVICE
- 7 PREP AND PAINT COVERED WALKWAY COLUMN AND STEEL SUPPORT BEAM (COLOR 3)
- 8 PREP AND PAINT COVERED WALKWAY. COMPLETELY PAINT UNDERSIDE AND ALL VERTICAL SURFACES (COLOR 3)
- 11 PREP AND PAINT DOOR (COLOR 2) AND H.M. FRAME (COLOR 3). COMPLETELY PAINT BOTH INT. AND EXT. SURFACES, INCLUDING ALL H.M. FRAMES AROUND TRANSOMS, SIDELIGHTS AND LOUVERS
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- 22 PROTECT IN PLACE (E) SIGNAGE
- 24 PREP AND PAINT (E) LOUVER, COLOR TO MATCH ADJACENT BUILDING ELEMENT
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- 49 PROTECT IN PLACE (E) PLUMBING FIXTURE



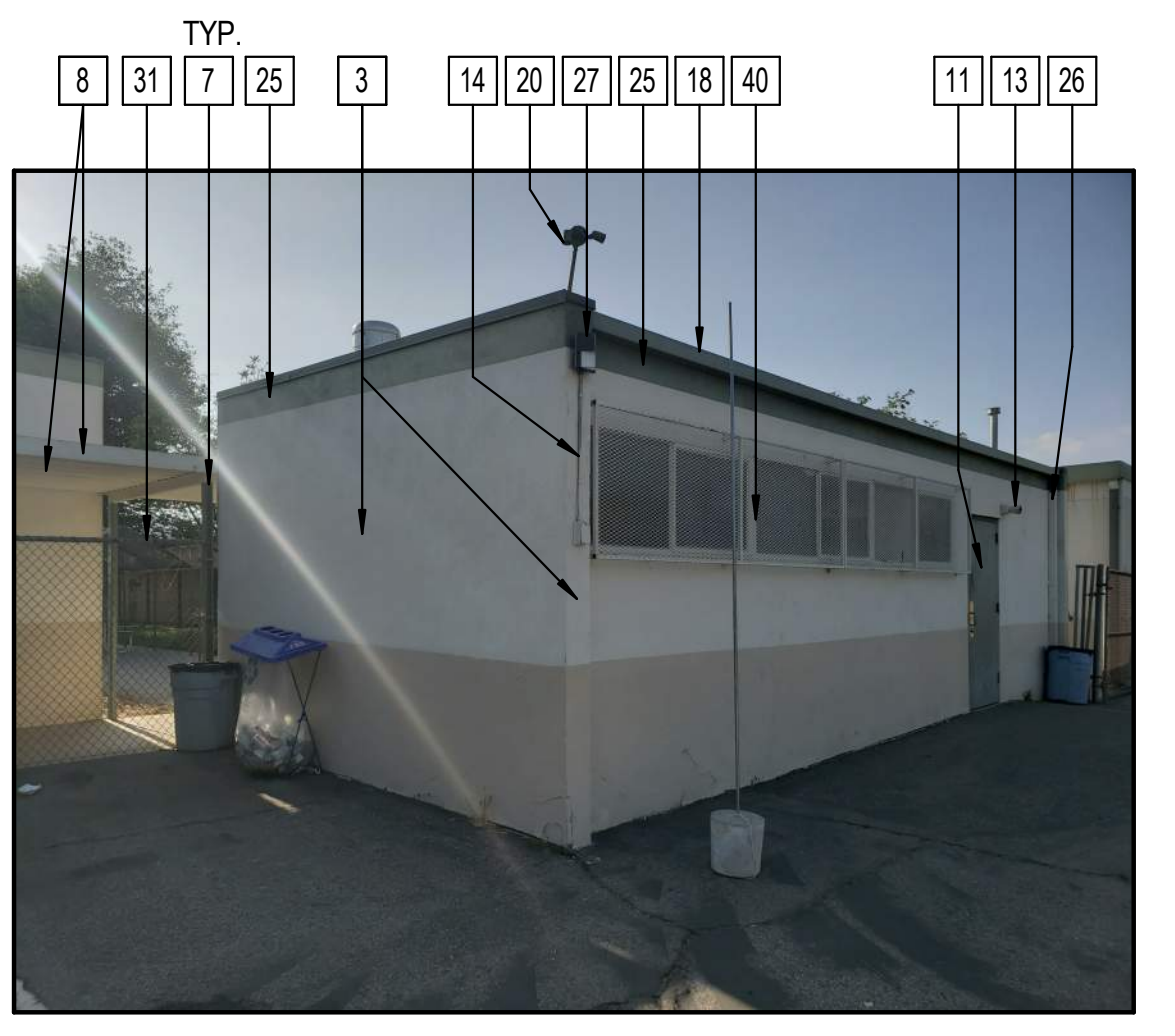
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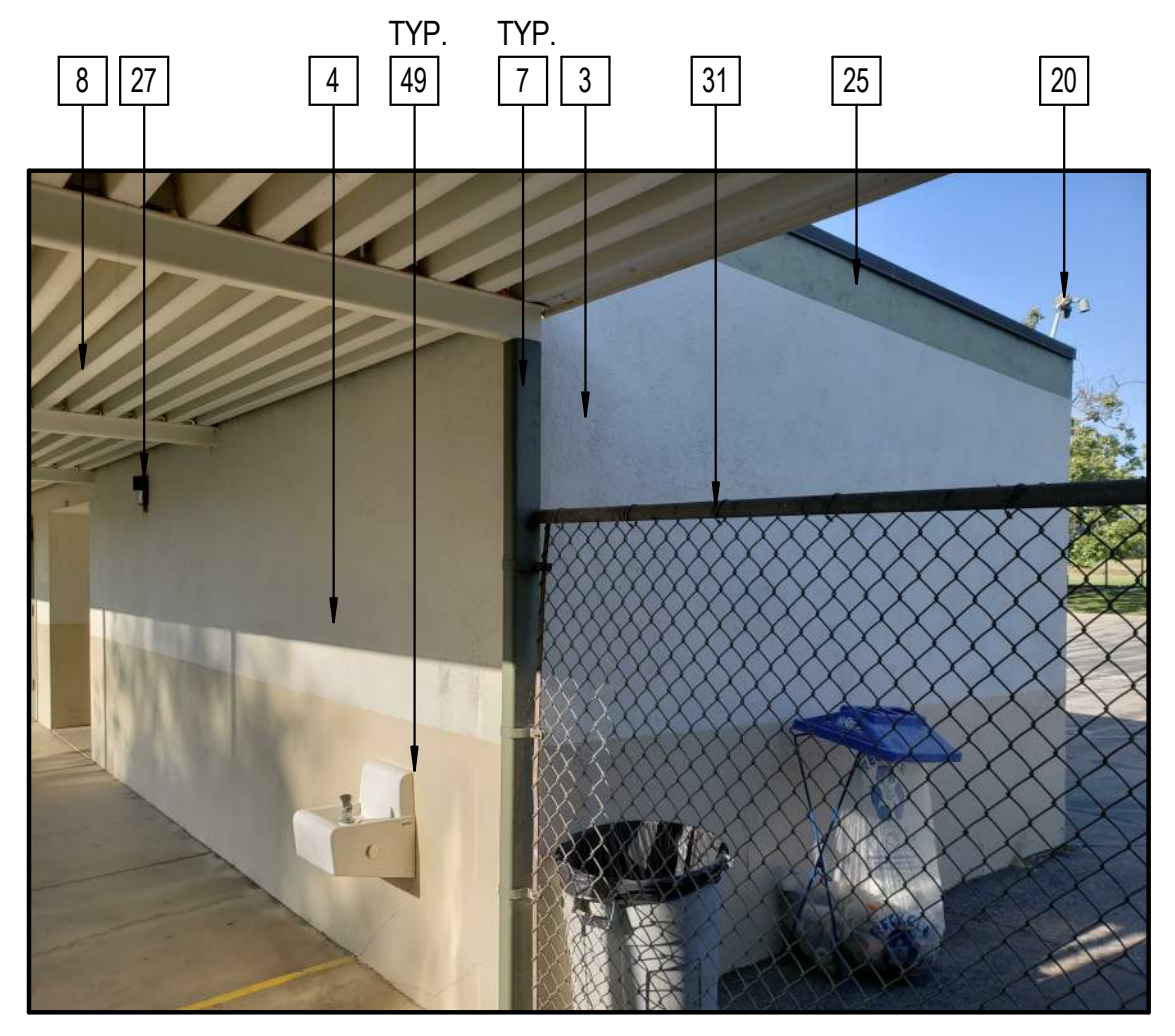
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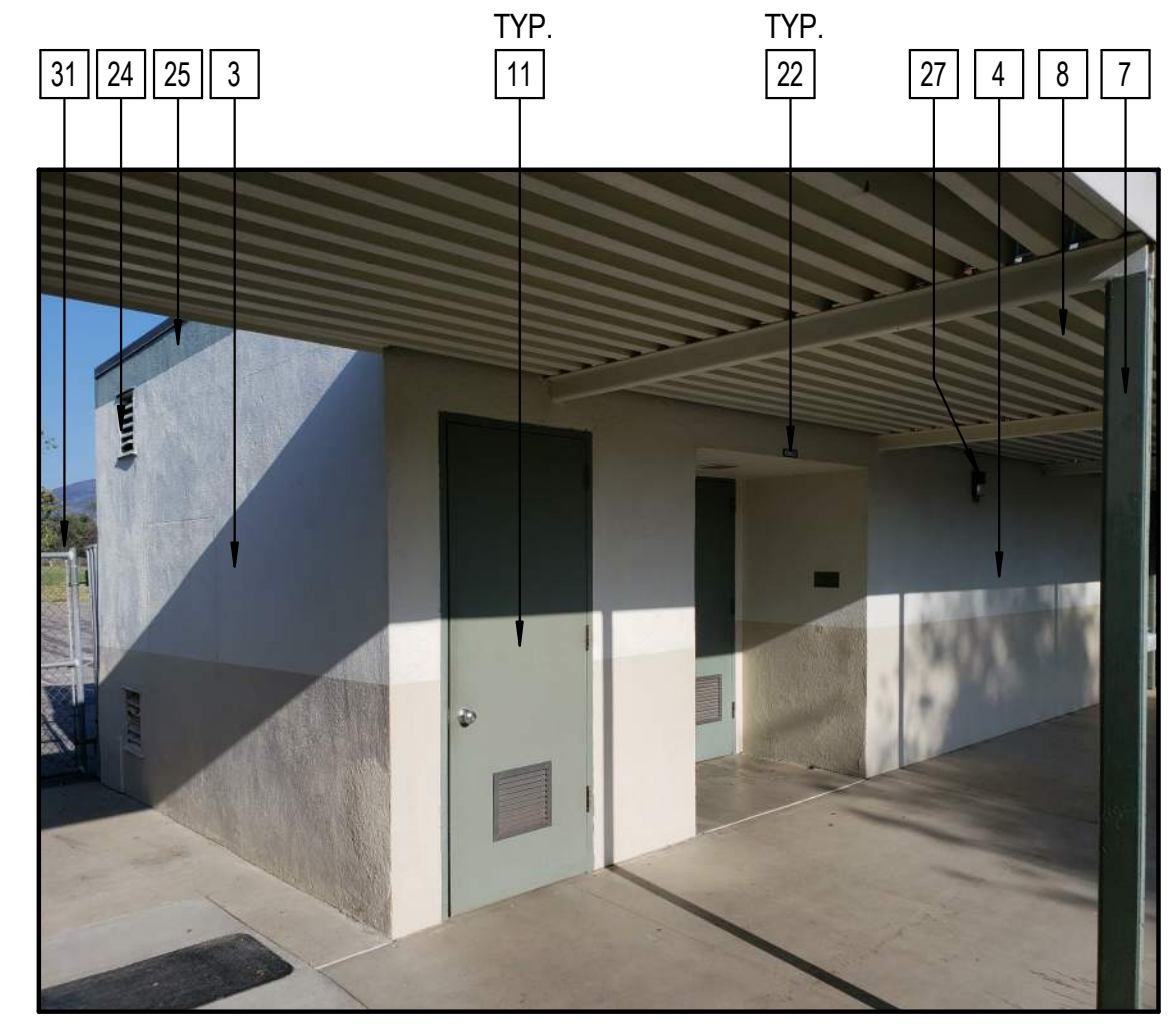
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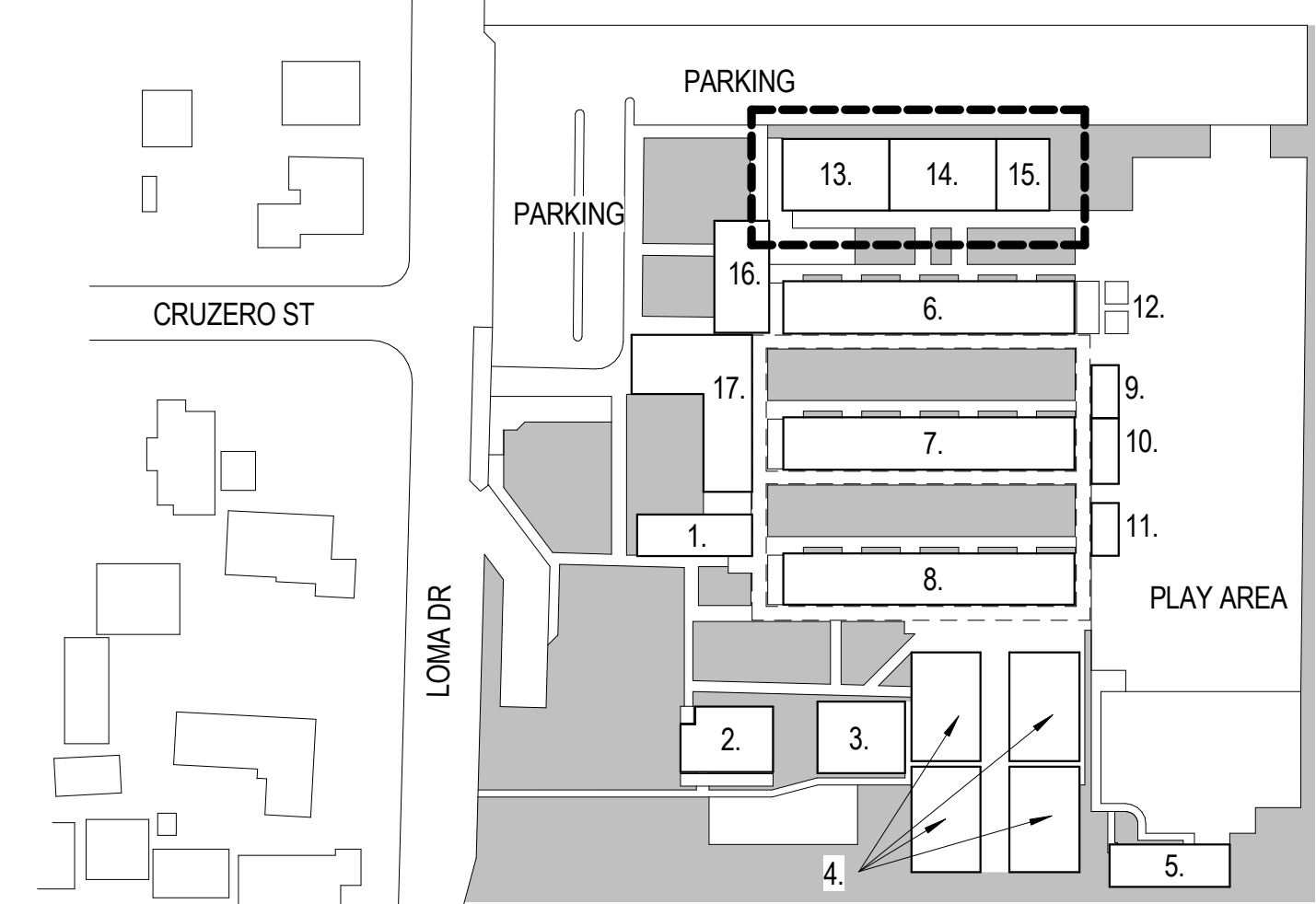


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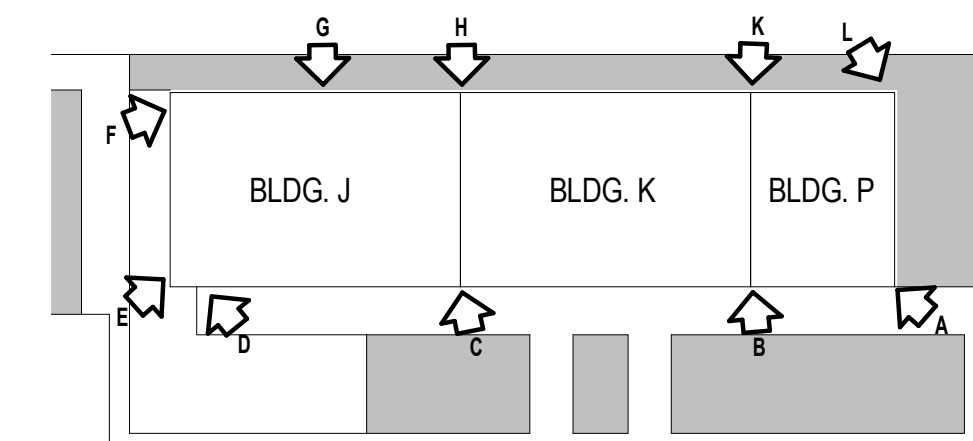
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| 6. BLDG A | 12. STORAGE - N.I.C. | |

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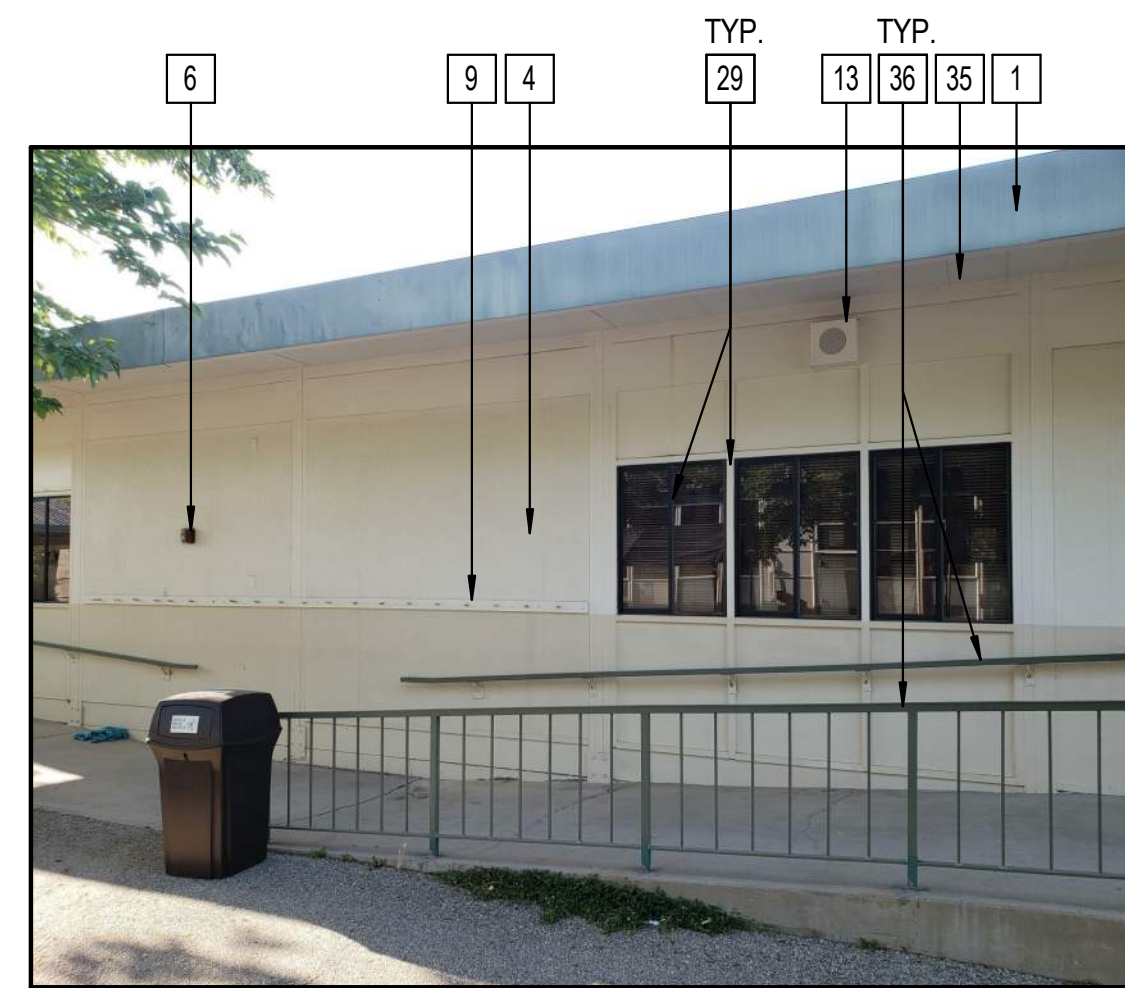
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- 57 PROTECT IN PLACE (E) MURAL
- 58 PREP AND PAINT (E) STRUCTURE (COLOR 1)



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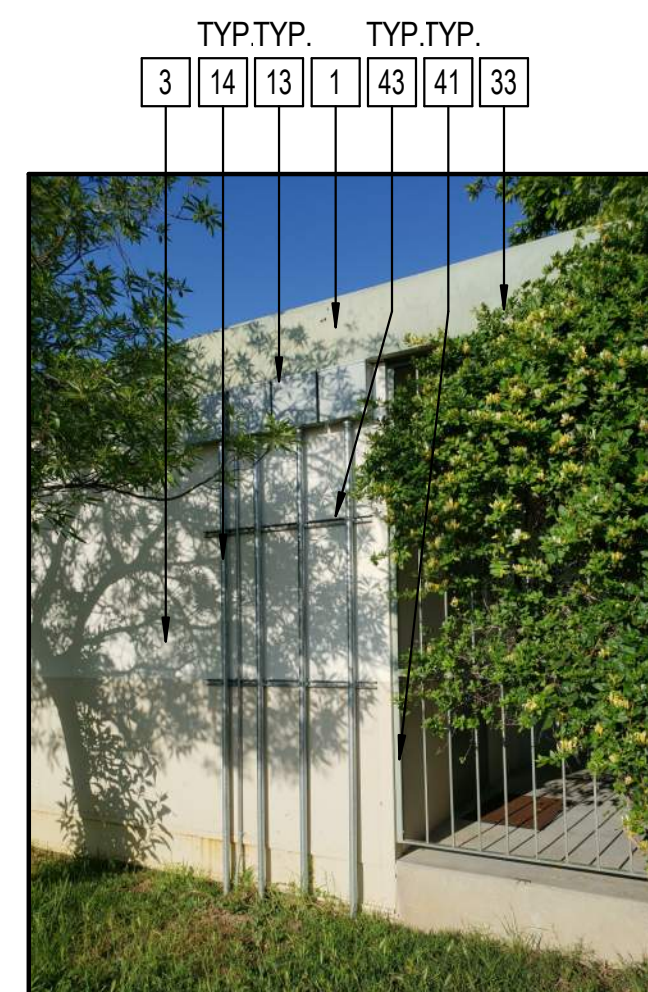
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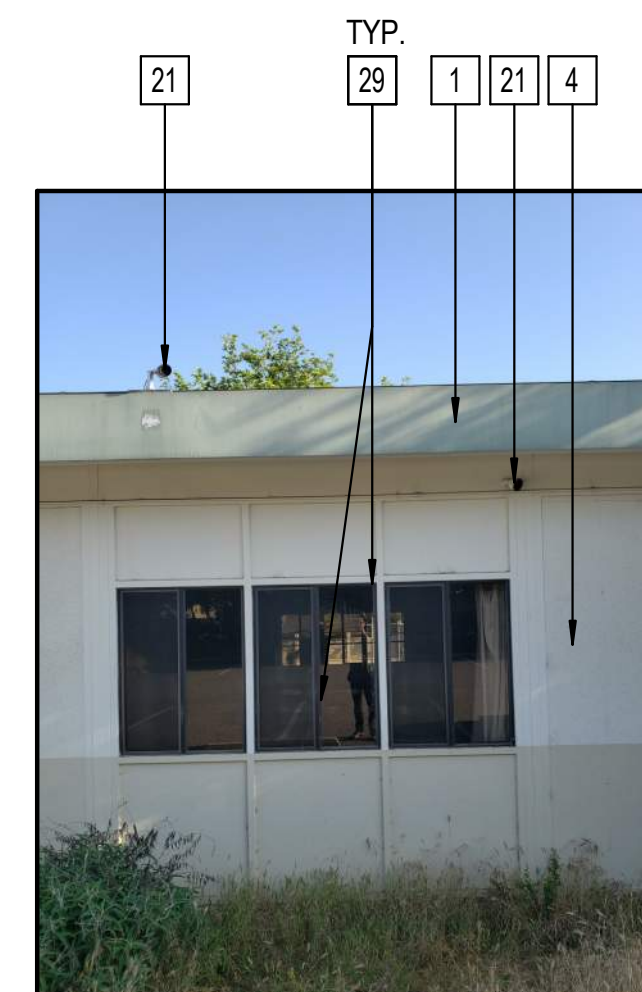
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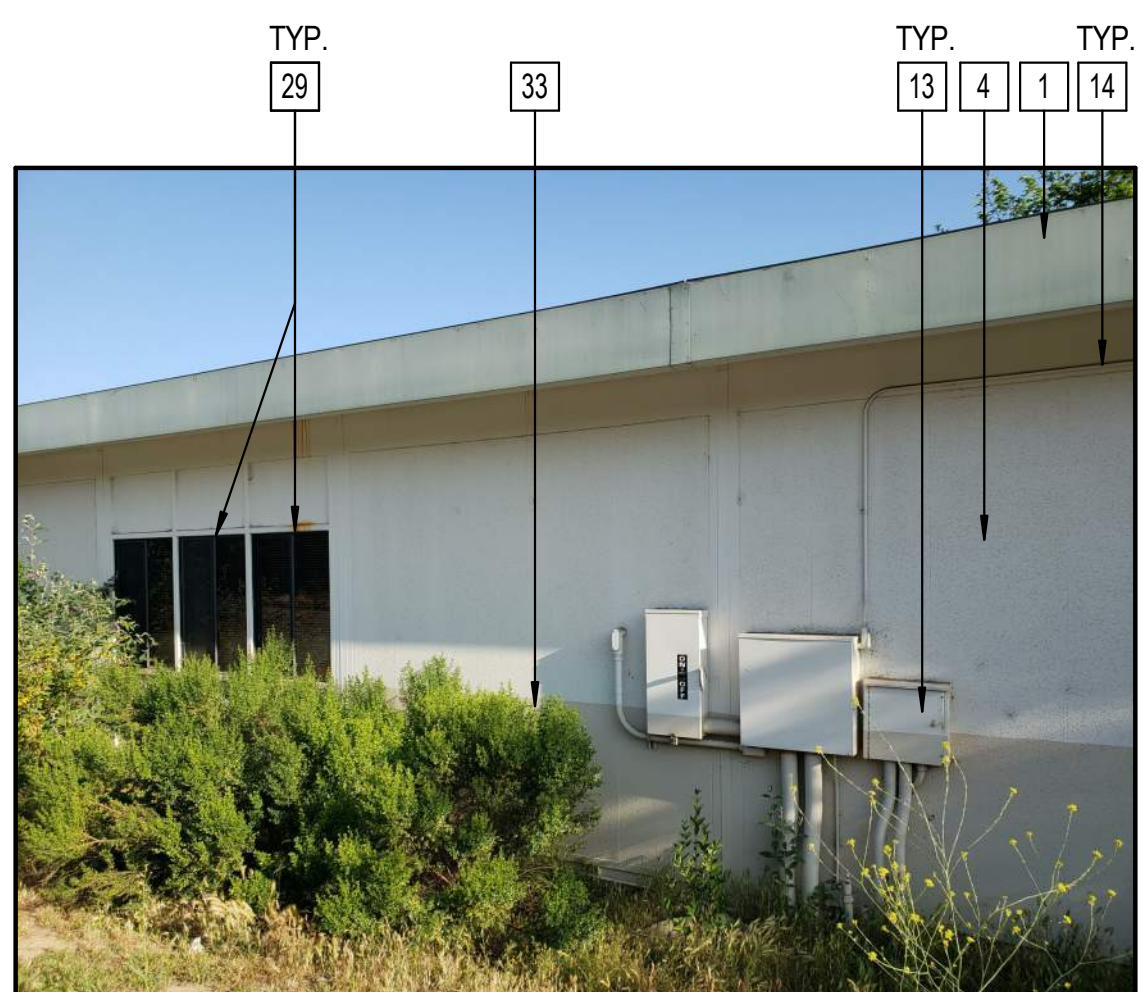
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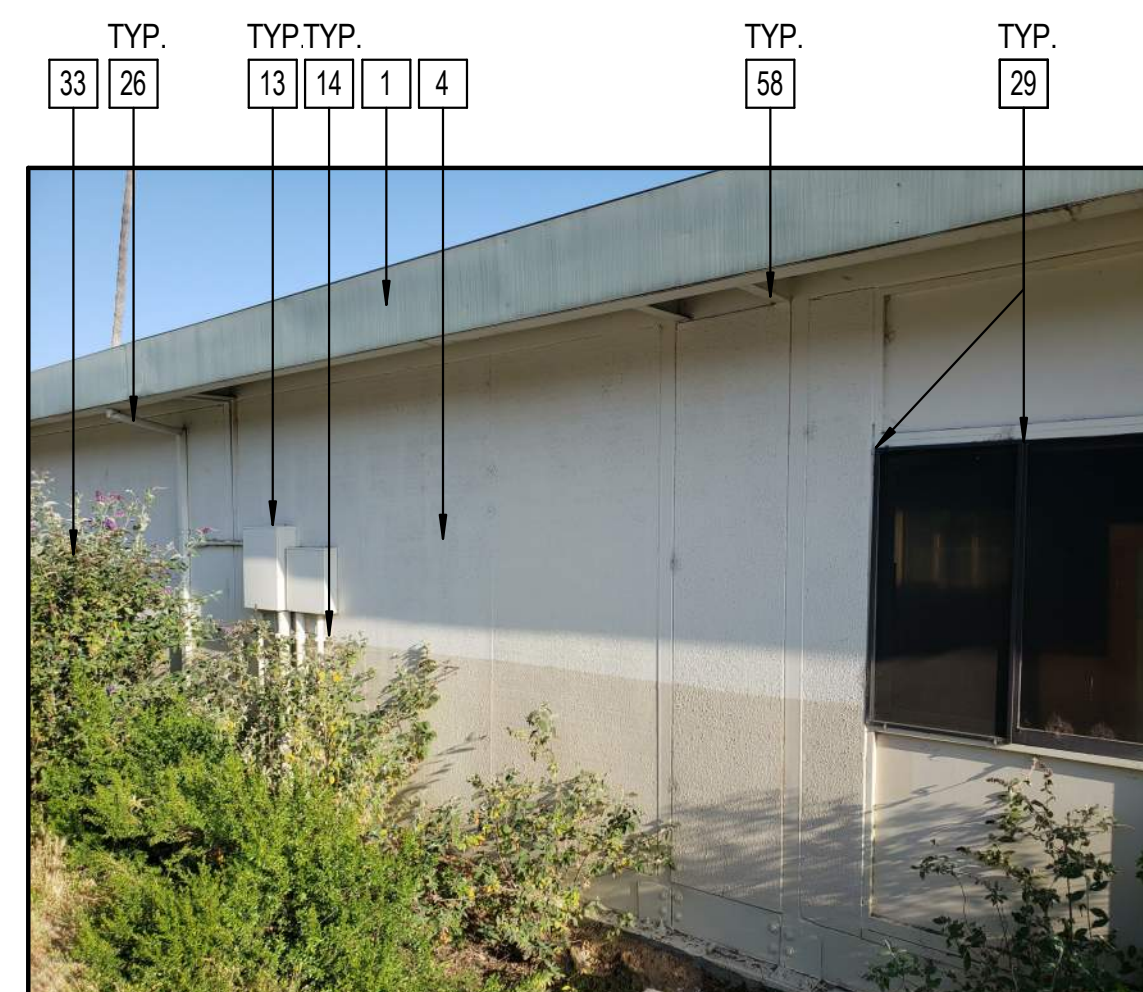
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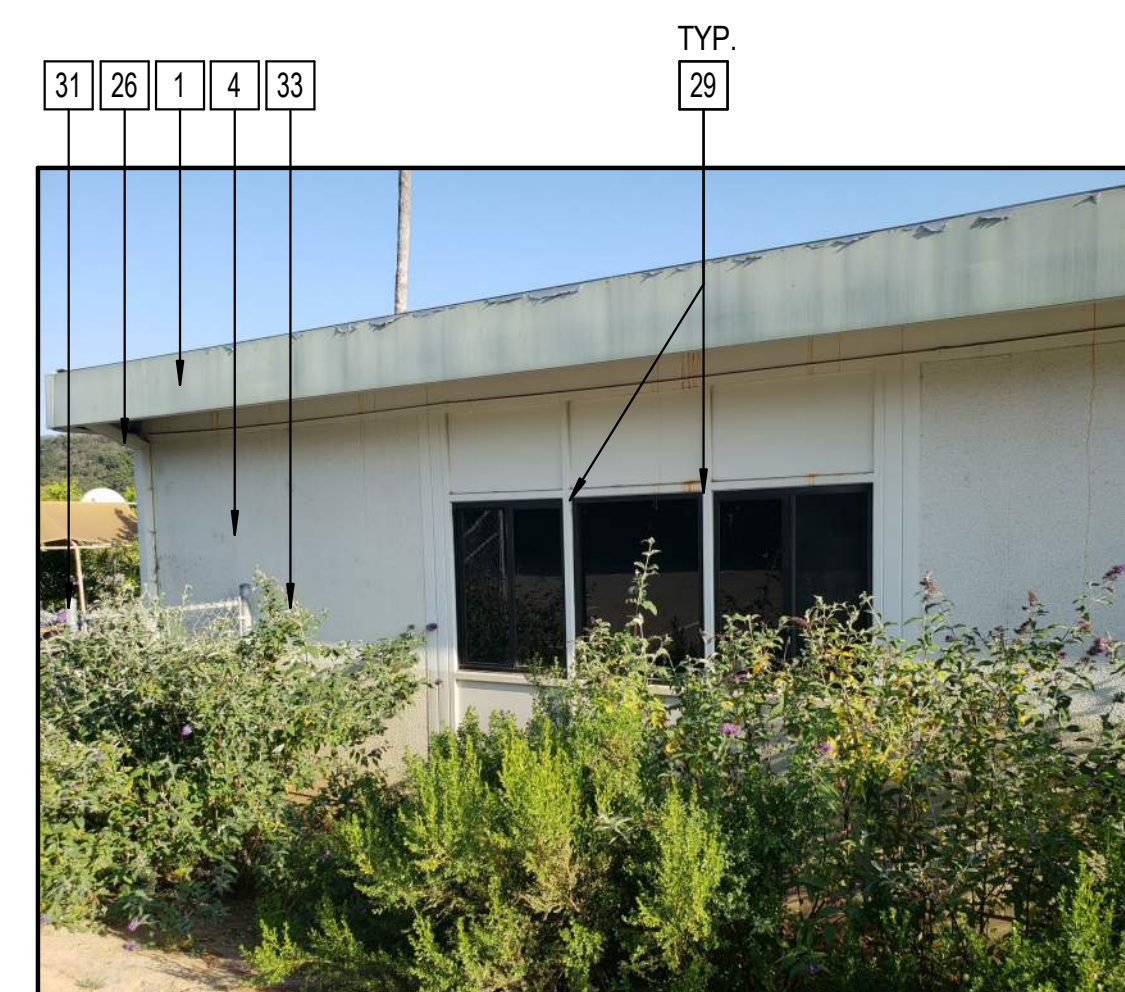
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OJAI UNIFIED SCHOOL DISTRICT

MIRA MONTE ELEMENTARY SCHOOL REPAINTING PROJECT

1216 LOMA DR, OJAI, CA 93023

BID DOCUMENTS

No.	Description	Date

Sheet Name

BUILDINGS J, K & P

Date	18818.00
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RE-PAINTING PROJECT
MIRA MONTE ELEMENTARY SCHOOL
OJAI UNIFIED SCHOOL DISTRICT

PROJECT SPECIFICATIONS

PROJ# 2018-1206 RE-PAINTING PROJECT

AT MIRA MONTE ELEMENTARY SCHOOL
1216 Loma Drive
Ojai, CA 93023

OJAI UNIFIED SCHOOL DISTRICT
OJAI, CALIFORNIA

Prepared By

RNT Architects
285 N Ventura Ave #102
Ventura, Ca 93001

July 13, 2018

STAMPS
00001

RE-PAINTING PROJECT
MIRA MONTE ELEMENTARY SCHOOL
OJAI UNIFIED SCHOOL DISTRICT

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09 00 00 FINISHES

09 01 90.52 Maintenance Repainting

DIV 10-48 NOT USED

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SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY OF THE WORK:

A. The Work under this Contract necessary for and incidental to the execution and completion of all Work indicated and inferred in the Contract Documents for the roofing replacements at the locations indicated in the summary of work below.

B. Contract Documents, were prepared by:

ROESLING NAKAMURA TERADA ARCHITECTS, INC.
285 N Ventura Ave #102, Ventura, CA 93001

C. Summary of Work:

1. Mira Monte Elementary School (PROJ# 2018-1206) 1216 Loma Dr., Ojai, CA 93023

a. Repaint:

- (1) Building A
- (2) Building B
- (3) Building C
- (4) Building H
- (5) Building L
- (6) Building Q
- (7) Building F
- (8) Building O
- (9) Building G
- (10) Building J
- (11) Building K
- (12) Building P
- (13) Smart Start

1.1 OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS:

A. During the entire construction period, it shall be the responsibility of the Contractor to maintain conditions at the Project site so as to meet in all respects the requirements of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (CAL-OSHA). These provisions shall cover the Contractor's employees and all other persons working upon or visiting the site. To this end, the Contractor shall inform himself and his representatives of Federal OSHA and California OSHA standards.

- B. Bid Documents are available online at the Ojai Unified School District's Website (<http://www.ojaiusd.org/Departments/Maintenance/Construction-Projects>)

1.2 COORDINATION REQUIREMENTS:

- A. It is the Contractor's responsibility to coordinate the Work so as to minimize conflicts and optimize efficiency.
- B. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

1.3 BUILDING SYSTEM COORDINATION:

- A. Notify Architect if conditions are uncovered which would prevent the completed project from conforming to the requirements of the Work.
- B. Materials/Systems: As specified. Verify compatibility with District-wide standard systems.
- C. "NIC" construction is indicated and specified herein as an aid to the Contractor in scheduling the amount of time and materials necessary for the completion of the Contract.

1.4 DISTRICT OCCUPANCY:

- A. The District will occupy the campus during the entire period of construction. Cooperate with the District in all construction operations including the following to minimize conflict and to facilitate District usage.
- B. If and when it should be necessary for the Contractor to impact the day-to-day operations of District's functions in order to pursue the Work, the Contractor shall furnish at least 14 days notice to the District and coordinate the means and timing to avoid, minimize, or circumvent such impacts. The District reserves the right to assess and anticipate such impacts and the right to stop or postpone the Work until a mutually satisfactory time and means can be agreed upon. The Contractor shall include costs for delays caused by normal school operations and scheduled special events.

1.5 CONTRACTOR'S USE OF THE PREMISES:

- A. The Contractor shall limit his use of the premises for construction activities and for storage, to allow for District occupancy.
- B. The Contractor shall be responsible for the following:
 - 1. Coordinate the use of the premises under the direction of the District.
 - 2. Assume full responsibility for the protection and safekeeping of products under this Contract which are stored at the site.

3. Move stored products that are under the Contractor's control, which interfere with operations of the District.
4. Obtain and pay for the use of additional storage or construction areas needed for operations.

1.6 COORDINATION OTHER DISTRICT CONTRACTORS:

- A. The District may have separate contractors or vendors working on the site at the time of this project. The Contractor shall coordinate work activities to not interfere with other District work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

End of Section

RE-PAINTING PROJECT
MIRA MONTE ELEMENTARY SCHOOL
OJAI UNIFIED SCHOOL DISTRICT

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SECTION **012100** - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Allowances which the Contractor shall provide for designated construction activities in the Work and in his bid.
- B. Related Documents
 - 1. Section 012600: Modification procedures

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established instead of additional requirements for that construction, and further requirements thereof will be issued by Change Order.
- B. Contingency Allowance: Contingency allowance shall be used only as directed for District's purposes, and only by change orders which designate amounts to be charged to contingency allowance. Contractor's related costs are not included in the Contract sum (other than allowance itself) for construction so ordered to be charged to contingency allowance. The change orders will include costs and reasonable overhead/profit margins. At time of project closeout, unused amounts remaining in contingency allowance shall be credited to the District by change order.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. **Allowance No. 1:** The Contractor shall include in the bid an allowance of \$15,000 for repair of miscellaneous existing conditions, including, but not limited to the replacement of existing plywood paneling, damaged flashing, unsatisfactory dimensional lumber.

End of Section

RE-PAINTING PROJECT
MIRA MONTE ELEMENTARY SCHOOL
OJAI UNIFIED SCHOOL DISTRICT

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SECTION 012600 - MODIFICATION PROCEDURES

1 GENERAL

1.1 SUMMARY:

- A. Section Includes: Procedures for processing Change Orders.

1.2 CHANGE INITIATION PROCEDURES:

- A. The Contractor may initiate a change by submittal of a request to the Architect describing the proposed change with a statement of the reasons for the change and the effect on the Contract Sum and the Contract Time with full documentation.
- B. The Architect may issue a Price Modification Request (PMR), signed by the District, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The directive will describe changes in the Work, and will designate method of determining changes in Contract Sum and/or Contract Time.
- C. The Architect may issue Supplemental Instructions for minor changes that will not affect Contract Sum or Contract Time. The Contractor shall sign and return the original copy of the form to the Architect.

1.3 CONTRACTOR'S PROPOSALS AND DOCUMENTATION:

- A. In response to each PMR issued by the Architect, submit an itemized quotation detailing all changes in Contract Sum and Contract Time. Upon request, the Contractor shall provide additional data, including the following, to support the quotation.
1. Quantities of products, labor, and equipment.
 2. Taxes, insurance, and bonds.
 3. Overhead and profit.
 4. Justification for change in Contract Time.
 5. Credit for deletions from the Contract, similarly documented.
 6. Quotation shall include all components necessary, whether or not specifically described, to complete the work, such as, but is not limited to, cutting, patching and painting, additional power supply required for equipment, etc. By failing to provide quotation for component(s) of the work without prior notification to the District that additional quotation(s) to be furnished at a later date, the Contractor waives all claims for extra costs for such component(s) required to complete the work.

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B. If additional costs necessitated by a Construction Change Directive are indicated to be paid on a time and materials basis, provide additional data, including the following, after completing the Change.

1. Date and number of Change Authorization.
2. Dates and times work was performed and by whom.
3. Time records and wage rates paid.
4. Invoices and receipts for products, equipment, and subcontracts.

1.4 EXECUTION OF CHANGE ORDERS:

- A. The Architect will issue Change Orders on AIA Form G701 for signatures of parties as provided in the Conditions of the Contract.
- B. On fixed price Change Orders, changes in Contract Sum and Contract Time will be based on the PMR and the Contractor's quotation as accepted by the District.
- C. On time and material Change Orders, changes in Contract Sum and Contract Time will be determined by the District and Architect from the Contractor's data.

1.5 CORRELATION OF CONTRACTOR SUBMITTALS:

- A. Promptly revise the Schedule of Values, and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on the Change Order.
- B. Promptly revise Progress Schedules to reflect changes in Contract Time, revise subschedules to adjust times for other items of Work affected by the change and resubmit.
- C. Promptly enter changes on the Project Record Documents.

2 PRODUCTS (Not Applicable)

3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 090190.52 - MAINTENANCE REPAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes maintenance repainting as follows:
 - 1. Patching substrates.
 - 2. Repainting.
 - a. Concrete
 - b. Metal, galvanized and ungalvanized
 - c. Wood, dimensional and panel
 - d. Portland cement plaster (stucco) – existing

1.2 UNIT PRICES

- A. Work of this Section contributes to the amount specified in Section 012100 "Allowances."

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of paint system and each pattern, color, and gloss.
 - 1. Label each Sample for location and application.
- C. Product List: Printout of current "MPI Approved Products List" for each MPI-product category specified in paint systems, with the proposed product highlighted.

1.6 INFORMATIONAL SUBMITTALS

- A. Color Matching Certificate: For computer-matched colors.

PART 2 - PRODUCTS

2.1 PREPARATORY CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for every 5 gal. (20 L) of solution required.
- D. Mildewcide: Commercial proprietary mildewcide or a job-mixed solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.
- E. Abrasives for Ferrous Metal Cleaning: Aluminum oxide paper, emery paper, fine steel wool, steel scrapers, and steel-wire brushes of various sizes.
- F. Rust Remover: Manufacturer's standard phosphoric acid-based gel formulation, also called "naval jelly," for removing corrosion from iron and steel.

2.2 PAINT REMOVERS

- A. Low-Odor, Solvent-Type Paste Paint Remover: Manufacturer's standard low-odor, water-rinsable, solvent-type paste, gel, or foamed emulsion formulation for removing paint from masonry, stone, wood, plaster, or metal as required to suit Project; and containing no methanol or methylene chloride.

2.3 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: Match District-standard paint manufacturer and Campus-standard colors as indicated in drawings:

1. COLOR 1: CROSSROADS (DE5359)
2. COLOR 2: WHEAT BREAD (DE5360)
3. COLOR 3: MAYAN CHOCOLATE (DET693)

2.4 PAINT MATERIALS, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Transition Coat: Paint manufacturer's recommended coating for use where a residual existing coating is incompatible with the paint system.

2.5 PAINT MATERIALS

A. Primers and Sealers:

1. Primer Sealer, Latex, Alkalai Resistant, Exterior: **MPI #3.**

B. Metal Primers:

1. Primer, Rust-Inhibitive, Water Based: **MPI #107.**
2. Primer, Galvanized, Water Based: **MPI #134.**

C. Wood Primers:

1. Primer, Latex for Exterior Wood: **MPI #6.**

D. Water-Based Paints:

1. Latex, Exterior Low Sheen (Gloss Levels 3-4): **MPI #15.**

E. Floor Coatings:

1. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): **MPI #60.**

2.6 PATCHING MATERIALS

- A. Wood-Patching Compound: Two-part, epoxy-resin, wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated from weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
- B. Metal-Patching Compound: Two-part, polyester-resin, metal-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of metal repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be produced for filling metal that has deteriorated from corrosion. Filler shall be capable of filling deep holes and spreading to feather edge.
- C. Cementitious Patching Compounds: Cementitious patching compounds and repair materials specifically manufactured for filling cementitious substrates and for sanding or tooling prior to repainting; formulation as recommended in writing by manufacturer for type of cementitious substrate indicated, exposure to weather and traffic, the detail of work, and site conditions.

PART 3 - EXECUTION

3.1 MAINTENANCE REPAINTING, GENERAL

- A. Execution of the Work: In repainting surfaces, disturb them as minimally as possible and as follows:
 - 1. Remove failed coatings and corrosion and repaint.
 - 2. Verify that substrate surface conditions are suitable for repainting.
 - 3. Allow other trades to repair items in place before repainting.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail.
- C. Heat Processes: Do not use torches, heat guns, or heat plates.

3.2 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.
- B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:

1. Concrete or Fiber Cement: **12** percent.
2. Masonry (Clay and CMU): **12** percent.
3. Portland Cement Plaster: **12** percent.
4. Wood: **15** percent.

- C. Alkalinity: Do not begin application of coatings unless surface alkalinity is within range recommended in writing by paint manufacturer. Conduct alkali testing with litmus paper on exposed plaster, cementitious, and masonry surfaces.

3.3 PREPARATORY CLEANING

- A. General: Use the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.
- B. Detergent Cleaning: Wash surfaces by hand using clean rags, sponges, and bristle brushes. Scrub surface with detergent solution and bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet. Rinse with water applied by clean rags or sponges.
- C. Solvent Cleaning: Use solvent cleaning to remove oil, grease, smoke, tar, and asphalt from painted or unpainted surfaces before other preparation work. Wipe surfaces with solvent using clean rags and sponges. If necessary, spot-solvent cleaning may be employed just prior to commencement of paint application, provided enough time is allowed for complete evaporation. Use clean solvent and clean rags for the final wash to ensure that all foreign materials have been removed. Do not use solvents, including primer thinner and turpentine, that leave residue.
- D. Mildew: Clean off existing mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. Rinse with water applied by clean rags or sponges.
- E. Chemical Rust Removal:
1. Remove loose rust scale with specified abrasives for ferrous-metal cleaning.
 2. Apply rust remover with brushes or as recommended in writing by manufacturer.
 3. Allow rust remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing. Do not allow extended dwell time.
 4. Wipe off residue with mineral spirits and either steel wool or soft rags, or clean with method recommended in writing by manufacturer to remove residue.
 5. Dry immediately with clean, soft cloths. Follow direction of grain in metal.
 6. Prime immediately to prevent rust. Do not touch cleaned metal surface until primed.
- F. Mechanical Rust Removal:
1. Remove rust with specified abrasives for ferrous-metal cleaning. Clean to bright metal.
 2. Wipe off residue with mineral spirits and either steel wool or soft rags.
 3. Dry immediately with clean, soft cloths. Follow direction of grain in metal.
 4. Prime immediately to prevent rust. Do not touch cleaned metal surface until primed.

3.4 PAINT REMOVAL

- A. General: Remove paint where existing paint adherence or surface integrity has failed. Where cleaning methods have been attempted and further removal of the paint is required because of incompatible or unsatisfactory surfaces for repainting, remove paint to extent required by conditions.
1. Brushes: Use brushes that are resistant to chemicals being used.
 - a. Metal Substrates: If using wire brushes on metal, use brushes of same metal composition as metal being treated.
 - b. Wood Substrates: Do not use wire brushes.
 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that spray methods do not damage surfaces.
 - a. Equip units with pressure gages.
 - b. Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from surface and apply material in horizontal, back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
 - c. For chemical spray application, use low-pressure tank or chemical pump suitable for chemical indicated, equipped with nozzle having a cone-shaped spray.
 - d. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
 - e. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
- B. Paint Removal with Hand Tools: Remove paint manually using hand-held scrapers, wire brushes, sandpaper, and metallic wool as appropriate for the substrate material.
- C. Paint Removal with Low-Odor, Solvent-Type Paste Paint Remover:
1. Apply thick coating of paint remover to dry, painted surface with natural-fiber cleaning brush, deep-nap roller, or large paintbrush. Apply in one or two coats according to manufacturer's written instructions.
 2. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
 3. Rinse with water applied by low-pressure spray to remove chemicals and paint residue.
 4. Use mechanical methods recommended in writing by manufacturer to remove chemicals and paint residue.
 5. Repeat process if necessary to remove all paint.

3.5 SUBSTRATE REPAIR

- A. General: Repair substrate surface defects that are inconsistent with the surface appearance of adjacent materials and finishes.
- B. Wood Substrate:

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1. Repair wood defects including dents and gouges more than 1/8 inch (3 mm) in size and all holes and cracks by filling with wood-patching compound and sanding smooth. Reset or remove protruding fasteners.
2. Where existing paint is allowed to remain, sand irregular buildup of paint, runs, and sags to achieve a uniformly smooth surface.

C. Cementitious Material Substrate:

1. General: Repair defects including dents and chips more than 1/4 inch (6 mm) in size and all holes and cracks by filling with cementitious patching compound and sanding smooth. Remove protruding fasteners.
2. New and Bare Plaster: Neutralize surface of plaster with mild acid solution as recommended in writing by paint manufacturer. In lieu of acid neutralization, follow manufacturer's written instruction for primer or transition coat over alkaline plaster surfaces.
3. Concrete, Cement Plaster, and Other Cementitious Products: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. If surfaces are too alkaline to paint, correct this condition before painting.

D. Metal Substrate:

1. Preparation: Treat repair locations by wire-brushing and solvent cleaning. Use chemical or mechanical rust removal method to clean off rust.
2. Defects in Metal Surfaces: Repair non-load-bearing defects in existing metal surfaces, including dents and gouges more than 1/8 inch (3 mm) deep or 1/2 inch (13 mm) across and all holes and cracks by filling with metal-patching compound and sanding smooth. Remove burrs and protruding fasteners.
3. Priming: Prime iron and steel surfaces immediately after repair to prevent flash rusting. Stripe paint corners, crevices, bolts, welds, and sharp edges. Apply two coats to surfaces that are inaccessible after completion of the Work.

3.6 PAINT APPLICATION, GENERAL

- A. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.
- B. Apply a transition coat over incompatible existing coatings.
- C. Metal Substrate: Stripe paint corners, crevices, bolts, welds, and sharp edges before applying full coat. Apply two coats to surfaces that are inaccessible after completion of the Work. Tint stripe coat different than the main coating and apply with brush.
- D. Blending Painted Surfaces: When painting new substrates patched into existing surfaces or touching up missing or damaged finishes, apply coating system specified for the specific substrate. Apply final finish coat over entire surface from edge to edge and corner to corner.

3.7 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage paint-remover manufacturer's factory-authorized service representative for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

3.8 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.9 SURFACE-PREPARATION SCHEDULE

- A. General: Before painting, prepare surfaces for painting according to applicable requirements specified in this schedule.
 - 1. Examine surfaces to evaluate each surface condition according to paragraphs below.
 - 2. Where existing degree of soiling prevents examination, preclean surface and allow it to dry before making an evaluation.
 - 3. Repair substrate defects according to "Substrate Repair" Article.
- B. Surface Preparation for MPI DSD 0 Degree of Surface Degradation:
 - 1. Surface Condition: Existing paint film in good condition and tightly adhered.
 - 2. Paint Removal: Not required.
 - 3. Preparation for Painting: Wash surface by detergent cleaning; use solvent cleaning where needed. Roughen or degloss cleaned surfaces to ensure paint adhesion according to paint manufacturer's written instructions.
- C. Surface Preparation for MPI DSD 1 Degree of Surface Degradation:
 - 1. Surface Condition: Paint film cracked or broken but adhered.
 - 2. Paint Removal: Scrape by hand-tool cleaning methods to remove loose paint until only tightly adhered paint remains.
 - 3. Preparation for Painting: Wash surface by detergent cleaning; use other cleaning methods for small areas of bare substrate if required. Roughen, degloss, and sand the cleaned surfaces to ensure paint adhesion and a smooth finish according to paint manufacturer's written instructions.
- D. Surface Preparation for MPI DSD 2 Degree of Surface Degradation:

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1. Surface Condition: Paint film loose, flaking, or peeling.
2. Paint Removal: Remove loose, flaking, or peeling paint film by hand-tool or chemical paint-removal methods.
3. Preparation for Painting: Wash surface by detergent cleaning; use solvent cleaning where needed. Use other cleaning methods for small areas of bare substrate if required. Sand surfaces to smooth remaining paint film edges. Prepare bare cleaned surface to be painted according to paint manufacturer's written instructions for substrate construction materials.

E. Surface Preparation for MPI DSD 3 Degree of Surface Degradation:

1. Surface Condition: Paint film severely deteriorated.
2. Paint Removal: Completely remove paint film by hand-tool or chemical paint-removal methods. Remove rust.
3. Preparation for Painting: Prepare bare cleaned surface according to paint manufacturer's written instructions for substrate construction materials.

F. Surface Preparation for MPI DSD 4 Degree of Surface Degradation:

1. Surface Condition: Missing material, small holes and openings, and deteriorated or corroded substrate.
2. Substrate Preparation: Repair, replace, and treat substrate according to "Substrate Repair" Article.
3. Preparation for Painting: Sand substrate surfaces to smooth remaining paint film edges and prepare according to paint manufacturer's written instructions for substrate construction materials. Remove rust.
4. Painting: Paint as required for MPI DSD 2 degree of surface degradation.

3.10 EXTERIOR MAINTENANCE REPAINTING SCHEDULE

A. Cementitious Substrates Horizontal:

1. Latex System: **MPI REX 3.1** system:
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Alkalai Resistant, Water Based, **MPI #3**.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Alkalai Resistant, Water Based, **MPI #3**.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - e. Topcoat: Floor Paint, Latex, exterior, low sheen (Gloss Level 3), **MPI #60**.
 - f. Color: Match colors indicated on Drawings.

B. Cementitious/composite Substrates Vertical:

1. Latex System: **MPI REX 3.2** system:
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Alkalai Resistant, Water Based, **MPI #3**.

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- c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Alkalai Resistant, Water Based, **MPI #3**.
- d. Intermediate Coat: Latex, exterior, matching topcoat.
- e. Topcoat: Latex, Exterior, low sheen (Gloss Level 3), **MPI #15**.
- f. Color: Match colors indicated on Drawings.

C. Ferrous Metal Substrates::

- 1. Latex System: **MPI REX 5.1** system **over a transition coat** where required.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Rust-Inhibitive, Water Based, **MPI #107**.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Rust-Inhibitive, Water Based, **MPI #107**.
 - d. Intermediate Coat: Alkyd, exterior, matching topcoat.
 - a. Topcoat: Latex, Exterior, low sheen (Gloss Level 3), **MPI #15**.
 - b. Color: Match colors indicated on Drawings.

D. Galvanized Ferrous Metal Substrates::

- 1. Latex System: **MPI REX 5.3** system **over a transition coat** where required.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Galvanized, Water Based, **MPI #134**.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Galvanized, Water Based, **MPI #134**.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - a. Topcoat: Latex, Exterior, low sheen (Gloss Level 3), **MPI #15**.
 - b. Color: Match colors indicated on Drawings.

E. Wood Paneling and Plywood:

- 1. Latex System: **MPI REX 6.4** system.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Latex for Exterior Wood, **MPI #6**.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Latex for Exterior Wood, **MPI #6**.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - a. Topcoat: Latex, Exterior, low sheen (Gloss Level 3), **MPI #15**.
 - b. Color: Match colors indicated on Drawings.

F. Dimensional Wood:

- 1. Latex System: **MPI REX 6.3A** system.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.

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- b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Latex for Exterior Wood, **MPI #6**.
- c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Latex for Exterior Wood, **MPI #6**.
- d. Intermediate Coat: Latex, exterior, matching topcoat.
- e. Topcoat: Latex, Exterior, low sheen (Gloss Level 3), **MPI #15**.
- f. Color: Match colors indicated on Drawings.

G. Portland Cement Plaster:

- 1. Latex System: **MPI REX 9.1** system:
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Alkalai Resistant, Water Based, **MPI #3**.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Alkalai Resistant, Water Based, **MPI #3**.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - a. Topcoat: Latex, Exterior, low sheen (Gloss Level 3), **MPI #15**.
 - b. Color: Match colors indicated on Drawings.

END OF SECTION 090190.52

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Exhibit A

Scope of Work

Mira Monte Elementary School (PROJ# 2018-1206) 1216 Loma Dr, Ojai, CA 93023

Repaint:

- (1) Building A
- (2) Building B
- (3) Building C
- (4) Building H
- (5) Building L
- (6) Building Q
- (7) Building F
- (8) Building O
- (9) Building G
- (10) Building J
- (11) Building K
- (12) Building P
- (13) Smart Start