PROJECT MANUAL

Library Refresh Project @ Matilija Middle School PROJECT NO. 2021-1617

Bid Opening: December 7, 2021, 11:00 A.M.

for

OJAI UNIFIED SCHOOL DISTRICT

November 16, 2021

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DOCUMENT 00020

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that <u>Ojai Unified School District</u> 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 <u>11:00</u> o'clock a.m. of the 7th day of December, 2021, sealed bids for the award of a contract for:

Library Refresh Project @ Matilija Middle School

Project Number: 2021-1617

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 <u>mandatory pre-bid Conference</u> will be held on <u>November 29, 2021 at 9:00am</u> for the purpose of acquainting all prospective bidders with the bid documents and the work sites. The pre-bid conference will be held at:

Matilija Middle School: 703 El Paseo Rd., Ojai 93023

Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened. Each bidder submitting a bid shall evidence attending the mandatory job walk by providing the following information on the District's sign-in sheet that will be made available at the job walk: name of the person attending, the company's name, and the CSLB license number of the bidder. The person attending the mandatory job walk shall be an employee, officer or other legally authorized representative of the bidder and this person shall provide a pre-printed business card identifying the bidder and the name of the person attending the job walk. Failure to meet these requirements will render a bidder's bid non-responsive and the bid will be returned unopened.

Each bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained after November 16, 2021 on the Ojai Unified School District Website here.

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

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** 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 one of the following classifications: <u>California Contractors B License.</u> Said experience can noted on contractor questionnaire. No bidder may withdraw a bid for a period of <u>sixty</u> (60) days after the date set for the opening of bids.

Dated this November 16, 2021

Adam Dutter
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 11:00 o'clock am of the 7th day of December, 2021. 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, their 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

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 be required to 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

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 1, 2021.

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

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a 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:

lowest bid:
X (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

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

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

As applicable, 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.

As applicable, 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

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 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.

- (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

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.

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.

- (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

DOCUMENT 00300 BID FORM

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

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with (complete all that apply):

Library Refresh Project

@ Matilija Middle School

Project Number: 2021-1617

amount of	Dollars (\$).
the office of the Director of Purchasing of said Dis	strict for the base bid		
documents, including addenda numbers	<u>,</u> , and	_, on file at	
all in strict conformity with the drawings and speci	fications and other contr	act	

- It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
- 3. The required bid security is attached hereto.
- 4. The required unit prices form is attached hereto.
- 5. The required contractor registration certifications form is attached hereto.
- 6. Non-collusion affidavit is attached hereto.
- 7. The required list of proposed subcontractors is attached hereto.
- 8. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.
- 9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.
- 10. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

11. The names of a follows:	ill persons interested in t	the foregoing prop	oosal as principals are as
(IMPORTANT I name of corpor thereof; if a co-	ation, also names of the partnership, state true nan prising the firm; if bidde	president, secret ame of firm, also	on is a corporation, state legal ary, treasurer, and manager names of all individual ted person is an individual, state
registration of (that he is licensed in ac Contractors, License No.		law providing for the expiration Date,
I,	, the		of the bidder, hereby
	by the bidder in connecti		of the bidder, hereby lifornia, that all of the nd all of the representations
	day of	at	County,
	P [.]	roper Name of Bio	dder
	•		
together with the signa corporate seal; if bidde together with the signa	tures of authorized office or is a partnership, the tru ture of the partner or pa	ne of the corporation ers or agents and ue name of the fire rtners authorized	ure of Bidder on shall be set forth above the document shall bear the m shall be set forth above to sign contracts on behalf of e shall be placed above.
Business Address:			
Place of Residence:			
Telephone: ()			

END OF DOCUMENT



Prevailing Wage Certification

AGREEMENT FOR CONSTRUCTION

SERVICES AGREEMENT NUMBER_2021-1617

THIS CONTRACT i	s made and entered into this	day of , 20, by ("Contractor") and rict ("District") ("Contract").	
	School Distr	ict ("District") ("Contract").	
(\$ as provided i	tor shall furnish to the District for) ("Con in the project specifictions of: Fif vices ("Services" or "Work"):	r a total price of Dolla stract Price"), including a contingency allowance teen Thousand Dollars (\$ 15,000.00) the	
[LIST SERVICES C	OR ATTACH SCOPE OF WORK AND	DESIGNATE AS EXHIBIT "A"]	
	shall perform the Work at Matilija e scope of Work performed at the	Middle School ("Premises" or "Site"). The Site.	ıe
	be completed within sixty (60) co d in the District's Notice to Proce	ensecutive calendar days ("Contract Time") from eed.	n the
the completion provisions of damage which 53069.85, Control incalculable (\$2000) per of the completion	on schedule, construction sched the Contract, it is understood, a ch is not capable of being calculation tractor shall pay to the District damages, the sum of two thoday for each and every calendar on schedule, construction sched	npleted within the Contract Time and/or pursual ule, or project milestones developed pursuant to cknowledged, and agreed that the District will stated. Pursuant to Government Code section, as fixed and liquidated damages for these usand Dollars day of delay beyond the Contract Time or beyond, or project milestones established pursuant	to suffer ond
5. The Contrac	t Documents include only the fo	llowing documents, as indicated:	
Bid Bond Designated Notice to F Terms and	to Bidders and Proposal Subcontractors List	Asbestos & Other Hazardous Materials CertificationLead-Product (s) CertificationRoofing Project CertificationXInsurance Certification & EndorsementsX Performance BondX Payment Bond Specifications	

	Workers' Compensation Certification	Plans
	Criminal Background Investigation Certification	Scope of Work
	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 Projection	ect
6.	Contractor shall not commence the Work under and the District has approved the performance be certificate(s) and affidavit(s), and the endorsement and Conditions and the District has issued a Not	ond, payment (labor and material) bond, the ent(s) of insurance required under the Terms
7.	Payment for the Work shall be made in accordar	nce with the Terms and Conditions.
8.	The architect for the Project is the Project is on the Project is acknowledges that the Architect, the Project Marthe State Architect have authority to approve and not comply with the requirements of the Contract Regulations, and all applicable laws. No work shand under the inspection of said Project Inspects any or all parts of work at any time. Contractor stopportunities for obtaining such information as minformed respecting progress, manner of work, a be liable for any delay caused by its non-compliantification for inspection.	("Project Inspector"). Contractor hereby nager, the Project Inspector, and the Division of d/or stop Work if the Contractor's Work does t Documents, Title 24 of the California Code of all be carried on except with the knowledge or. Project Inspector shall have free access to hall furnish Project Inspector reasonable hay be necessary to keep Project Inspector fully and character of materials. The Contractor shall
9.	Inspection and acceptance of the Work shall be	performed by representative of the District.
10.	Any notice required or permitted to be given und given, served, and received if given in writing an United States mail, registered or certified mail, p by overnight delivery service, or facsimile transm	d either personally delivered or deposited in the ostage prepaid, return receipt required, or sent
	<u>District</u>	Contractor
	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.

AC	CEP	TED	AND	AGREED	on the	date	indicated	below
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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 Con	tractor:		
License No.:		·	:
Address:		Employer Identification a Social Security Number	
Telephone:		NOTE: Section 6041 o Revenue Code (26 U.S Section 1.6041-1 of Tit	S.C. 6041) and
Facsimile:		Code of Federal Regu C.F.R. 1.6041-1) requir	es the
E-Mail:		recipients of \$600.00 of furnish their taxpayer to the payer. In order to with these requirements	information to comply

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 Comp	any

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 sixsquare-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPAaccredited 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:

	Each Occurrence	<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 <u>Builder's Risk.</u> 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:

	Each Occurrence	Aggregate
☐ Pollution Liability	\$-1,000,000.00	\$ 2,000,000.00
□ 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 seg., 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.



DOCUMENT 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we,, as
Principal, and
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)



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.

Subcontractor Name	Portion of Work	Location and Place of Business
Proper Name of Bidder		
By		

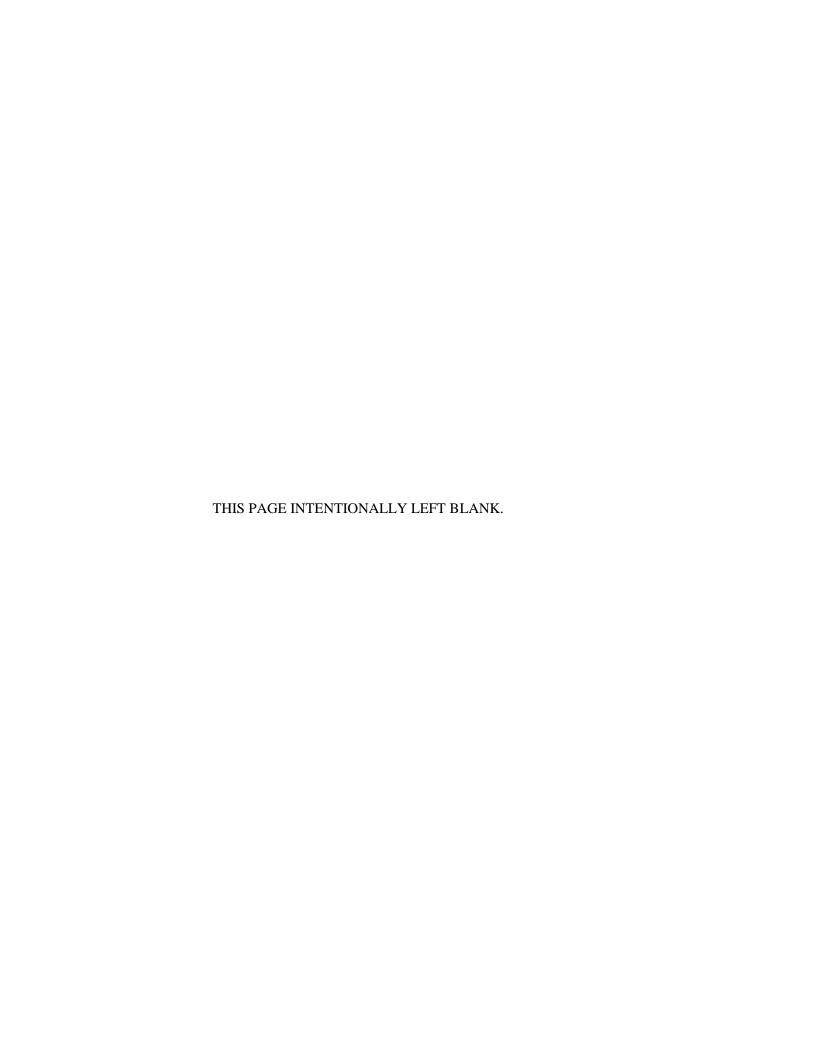


SECTION 00431

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

I	(Name)	, (Title)	certify that
	(Name)	(Title)	•
	(Contractor Name)	is currently registered as a contractor with the De	epartment of Industrial
Polation	ns (DIR):		
Kelatioi	15 (DIK).		
	Contractor's DIR Registration Nu	umber	
	Expiration date June 30, 20		
Contrac	et further acknowledges:		
1. 2. 3. 4. 5.	Contractor shall note in its invital subcontractors. Contractor shall ensure that all status for the duration of the proj Contractor is to furnish DIR Reg bid opening. Contractor shall substitute any unable to perform the work.	subcontractor with a DIR registered contractor if li	bcontractors and their nd maintain registered within 24 hours of the
Failure	to comply with any of the above m	nay result in a determination of non-responsiveness.	
I declar	e under penalty of perjury under C	California law that the foregoing is true and correct.	
Signatu	re		

Date



DOCUMENT 00480 NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)			
County of)			
	(Name), being fi	rst duly swor	n, deposes and s	says that he is
the		_ (Title) of the	e	(Name)
party making the attache undisclosed person, part bid is genuine and not co	nership, company, as	ssociation, or	ganization, or co	rporation; that the
solicited any other bidde			-	•
colluded, conspired, con	nived, or agreed with	any bidder o	or anyone else to	put in a sham bid, or
that anyone shall refrain	•		·	•
indirectly, sought by agre			-	•
of the bidder or any othe		•		•
or of that of any other bid	lder, or to secure any	advantage a	against the public	body awarding the
contract of anyone intere	sted in the proposed	contract; tha	t all statements o	contained in the bid
are true; and, further, that	t the bidder has not, o	directly or ind	directly, submitted	d his or her bid price
or any breakdown thereo	f, or the contents the	reof, or divul	ged information c	or data relative
thereto, or paid, and will organization, bid deposit sham bid.		•	• • • • • • • • • • • • • • • • • • • •	
I certify (or declare) und foregoing is true and corr		under the la	aws of the State	of California that the
Executed this day California.	of	, 20	_ at	,
Date:	Signature of Bio	lder		

NONCOLLUSION AFFIDAVIT



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:	



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.)



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:		



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	



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	



ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares (Hereinafter referred to as DISTRICT (hereinafter refethe "Contractor").					
To the best of my kn the Project, no material furn composed of, any materials a hazardous material.	ished, installe	ed or incorpora	ted into the F	Project will conta	in, or in itself be
I declare under pensis true and correct.	alty of perjury	under the laws	of the State	of California the	at the foregoing
Executed on this		day of			
20 at					,
			·		
	Name of C	Contractor (Prin	nt or Type)		
		701111111111111111111111111111111111111			
	Ву:				
	Sig	gnature			
mak dinak si kada				Print Name	
JURAT					
	Tit	le	•		
State of California					
County of	,				
Subscribed and sworn to by	(or affirmed)	before me or	this	day of	, 20,
byperson(s) who appeared b	efore me.	a to me on the	Dasis Oi Sai	isiaciory evider	ice to be the
Notary Public in and for the State of California				Seal	
	•	, v	• •		
My Commission Expires: _					

AGREEMENT CERTIFICATION: ASB. - 4



DOCUMENT 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That		
WHEREAS, thetaken or a resolution passeddesignated as the "Principal," a contract for the w	_ School District (hereinafter designated as "Public Entity", 20, has awarded to, vork described as follows (check those that apply):	'), by action hereinafter
□Library Refresh Project @ M □PROJECT NO. 2021-1617	atilija Middle School	
(the "Project"); and		
WHEREAS, said Principal is required under the t said contract,	terms of said contract to furnish a bond for the faithful perf	ormance of
NOW THEREFORE, we, the Principal and, as	(surety name) Surety, are held and firmly	bound unto

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.

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 Public Entity in the penal sum of _____

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 haday of, 20	is been duly executed by the Principal and Surety above named, on the
PRINCIPAL	_
By:	_
SURETY	[Attach required acknowledgments
By:Attorney-in-Fact	-



DOCUMENT 00610 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the	School District (hereinafter de	esignated as "Public Entity"), by action
WHEREAS, the taken or a resolution passed designated as the "Principal," a contract for	, 20, has awarded to or the work described as follows (chec	, hereinafter k those that apply):
<u></u>		
□ Library Refresh Project □ PROJECT NO. 2021-16	t @ Matilija Middle School	
E1 100201 110: 2021 10		
(the "Project"); and		
WHEREAS, said Principal is required by Section 3247), Title 15, Part 4, Division contract;		
NOW THEREFORE, we, the Principal and firmly bound unto the Public Entity in the p	d penal sum of	, as Surety, are held and Dollars (\$
lawful money of the United States of Ame ourselves, our heirs, executors, administrapresents.	rica, for the payment of which sum wel	I and truly to be made, we bind
THE CONDITION OF THIS OR ICATION	N. I.C. C.I.C.I.I. that if agid Drive in al. his a	. its autocatus at a s. bains avenue.

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.

Payment Bond p. 1 of 2

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.

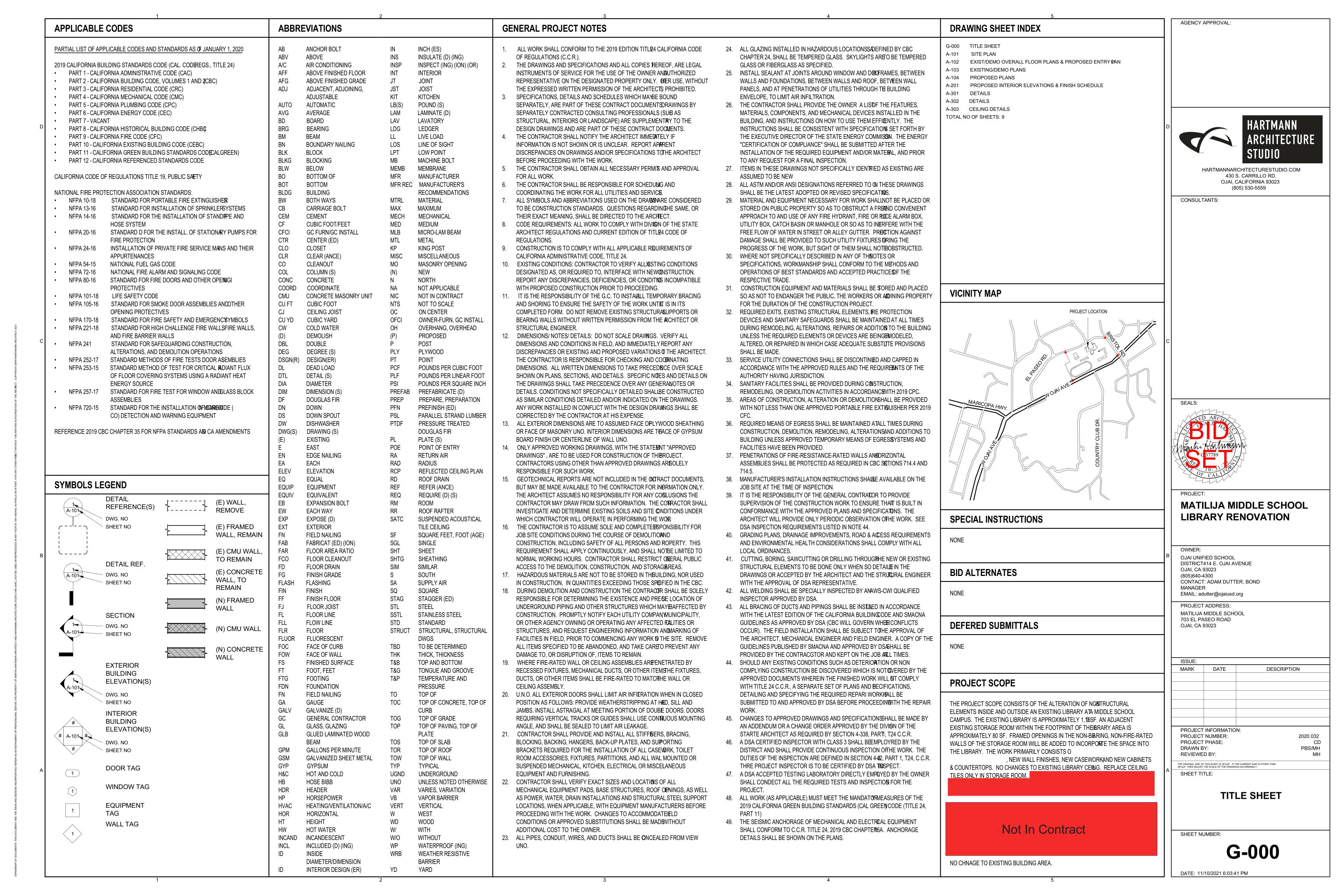
IN WITNESS WHEREOF, this instrument has beday of, 20	een duly executed by the Principal and Surety above named, on the
Principal	
By Surety	[Attach required acknowledgments]
By Attorney-in- Fact	

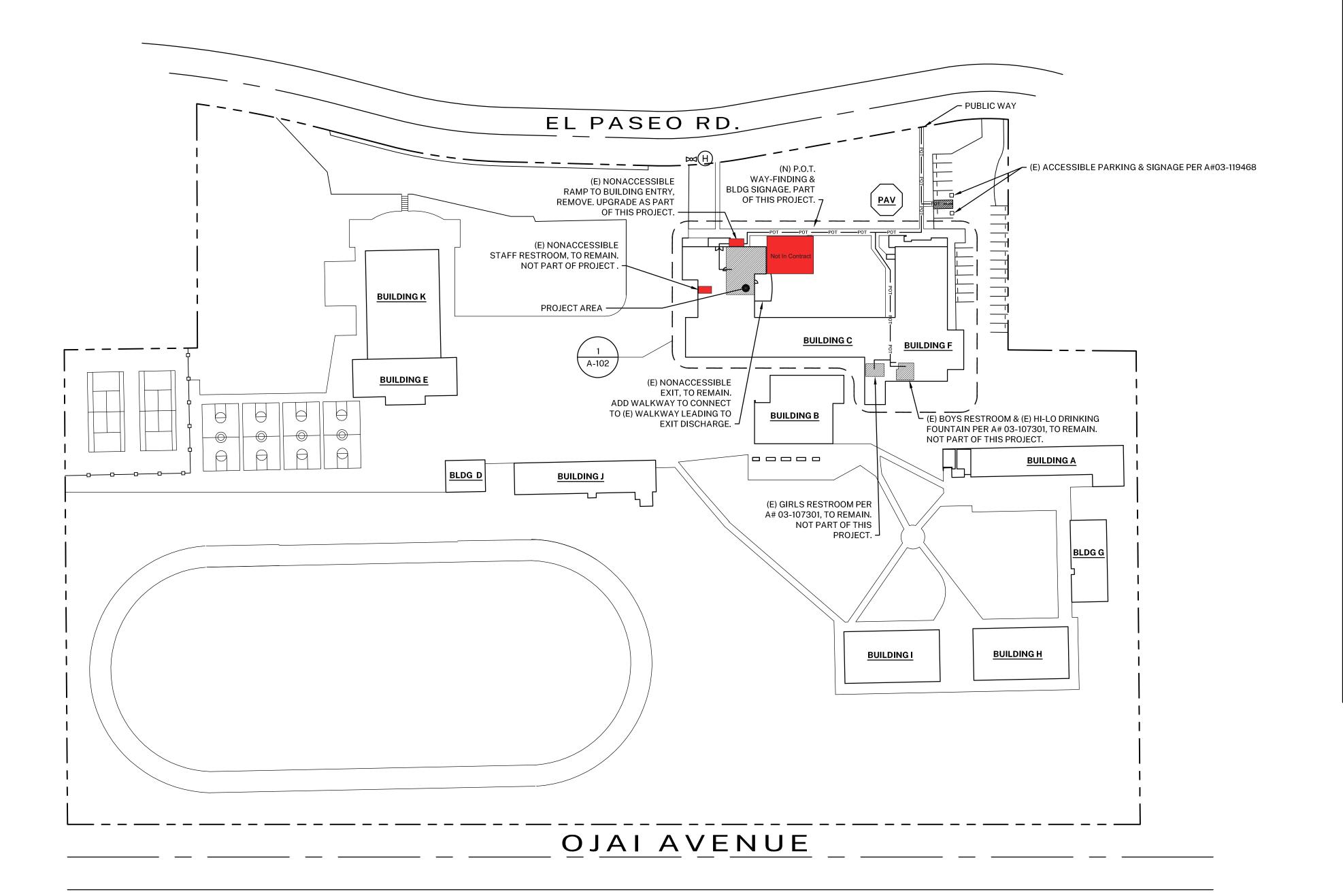


Scope of Work:

Matilija Middle School (PROJ#-1617) 703 El Paseo Rd., Ojai, CA 93023

1. Non-structural interior alterations in the library space to increase usage, flow, and square footage.





DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT

THE PATH OF TRAVEL (POT) IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS MEETS THE REQUIREMENTS OF THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT WITH THE CBC HAVE BEEN IDENTIFIED AND THE CORRECTIVE WORK NECESSARY TO BRIND THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CBC COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THE ITEMS SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

HARTMANN ARCHITECTURE STUDIO

HARTMANNARCHITECTURESTUDIO.COM 430 S. CARRILLO RD. OJAI, CALIFORNIA 93023 (805) 530-5559

CONSULTANTS:

AGENCY APPROVAL:

SYMBOL LEGEND

—— РОТ—

ACCESSIBLE PATH OF TRAVEL
PATH OF TRAVEL (P.O.T.) AS INDICA

PATH OF TRAVEL (P.O.T.) AS INDICATED, IS A COMMON BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING ¹/₂ INCH BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4 INCH VERTICAL AND IS AT LEAST 48" WIDE. THE PATH SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. PASSING SPACES (11B-403.5.3) AT LEAST 60 INCHES BY 60 INCHES ARE LOCATED NOT MORE THAN 200 FEET APART. PARTS OF P.O.T. WITH CONTINUOUS GRADIENTS HAVE 60 INCH LEVEL AREAS (11B-403.7) NOT MORE THAN 400 FEET APART. THE CROSS-SLOPE DOES NOT EXCEED 2 PERCENT AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5 PERCENT UNLESS OTHERWISE INDICATED. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80 INCHES MINIMUM (11B-307.4) AND PROTRUDING OBJECTS GREATER THAN 4 INCHES PROJECTION FROM WALL AND ABOVE 27 INCHES AND LESS THAN 80 INCHES (11B-307.2). ARCHITECT SHALL VERIFY PATH OF TRAVEL CONFORMS WITH THE ABOVE. IF GATES OCCUR ALONG THE PATH OF TRAVEL, THEY MUST COMPLY WITH THE ACCESSIBLE REQUIREMENTS PER CBC 2019.



(E) FIRE HYDRANT

SEALS:



PROJECT: MATILIJA MIDDLE SCHOOL

LIBRARY RENOVATION

OWNER:

OJAI UNIFIED SCHOOL DISTRICT 414 E. OJAI AVE. OJAI, CA 93023 (805) 640-4300 ATTN: ADAM DUTTER, BOND MANAGER

PROJECT ADDRESS:

adutter@ojaiusd.org

MATILIJA MIDDLE SCHOOL 703 EL PASEO RD. OJAI, CA 93023

MARK	DATE	DESCRIPTION
PROJECT	INFORMATION	:
PROJECT	NUMBER:	2020 032

PROJECT NUMBER:
PROJECT PHASE:
DRAWN BY:

REVIEWED BY:

THE ORIGINAL SIZE OF THIS SHEET IS 36"x24". IF THE CURRENT SIZE IS 36"x24". THEN ADJUST THE SCALE OF THE DRAWINGS ACCORDINGLY

SITE PLAN

SHEET NUMBER:

A-101DATE: 11/10/2021

SITE PLAN

1 15' 30' 60'

1 15' 30' 60'

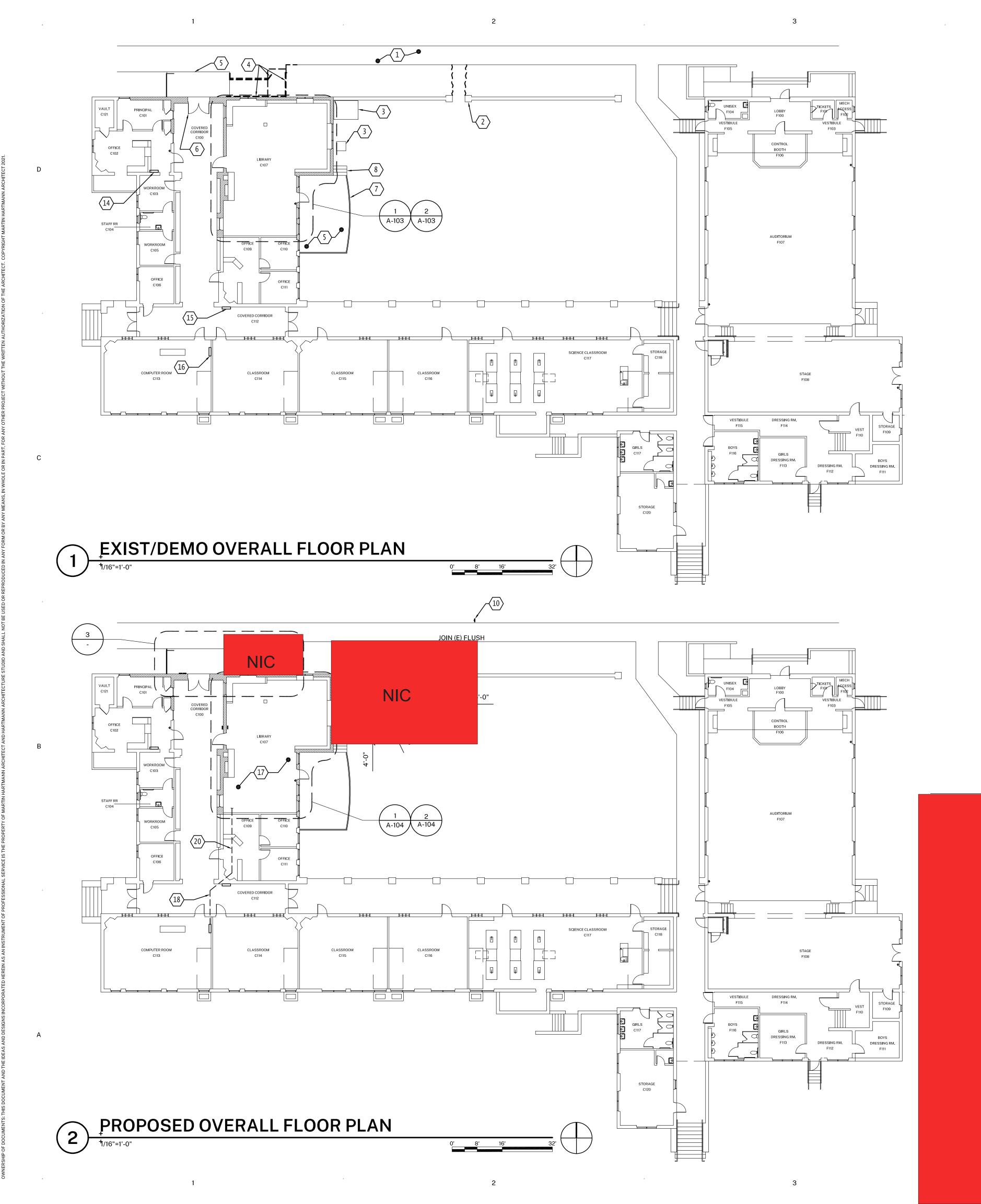
CAMPUS BUILDING INFO					
BUILDING NAME	DSA APP. NOS. / A#'s	USE	OCCUPANCY	CONSTRUCTION TYPE	FIRE SPRINKLERS
BUILDING A	9320 / 5155 / 03-107896	CLASSROOMS	Е	III-B	NO
BUILDING B	03-119638	DINING HALL / KITCHEN	А	V-B	YES
BUILDING C	1926 / 9388 / 51555 / 03-107301	CLASSROOMS / ADMINISTRATION	E	III-B	NO
BUILDING D	9230 / 51555	CLASSROOM	E	V-B	NO
BUILDING E	9231 / 03-118467	LOCKER ROOM	Е	V-B	NO
BUILDING F	1926 / 51555 / 104381 / 03-107301	AUDITORIUM / CLASSROOMS	E	III-B	PARTIALLY
BUILDING G	37821 / 03-107896	CLASSROOMS	E	V-B	NO
BUILDING H	26247	CLASSROOMS	Е	V-B	NO
BUILDING I	28247	CLASSROOMS	Е	V-B	NO
BUILDING J	28346	CLASSROOMS	Е	V-B	NO
BUILDING K	3294 / 5346 / 51555 / 12116 / 03-118467	GYMNASIUM	E	V-B	NO

NOTE: A#03-119638 - NEW DINING HALL AND KITCHEN) IS CURRENTLY UNDER CONSTRUCTION. MOST RECENT PROJECT AT THIS CAMPUS (A#03-118467) WAS CLOSED ON 7/29/20.

ASSEMBLY

03-118002

PAVILION



SHEET KEYNOTES

NOT ALL NOTES USED ON THIS SHEET

1. (E) CONCRETE WALK, TO REMAIN

2. (E) CONCRETE WALL, TO REMAIN

3. (E) EQUIPMENT, TO REMAIN 4. (E) CONCRETE RAMP AND METAL HANDRAILS, REMOVE

5. (E) CONCRETE LANDING, TO REMAIN

6. (E) METAL GATE, TO REMAIN 7. (E) METAL RAILS, TO REMAIN

8. (E) STAIRS, TO REMAIN 9. CRUSHED STONE PAVING

10. ACCESSIBLE DIRECTIONAL SIGNAGE, SEE 6/A-302

11. CONCRETE JOINT PER 10/A-302 12. CONCRETE RAMP AND CURB

13. METAL HANDRAIL, PAINT TO MATCH EXISTING BUILDING METAL RAILINGS 14. (E) FIRE ALARM CONTROL PANEL, PROTECT PANEL AND CONNECTED

COMPONENTS IN PLACE.

15. (E) ORIGINAL ELECTRICAL SUBPANEL, TO REMAIN 16. (E) BUILDING ELECTRICAL PANEL, TO REMAIN

17. FIELD VERIFY EXISTING POWER AND WIRING CONDITIONS IN LIBRARY. REUSE EXISTING BRANCH CIRCUITS WHERE FEASIBLE.

18. ALLOW FOR REMOVAL AND REPLACEMENT OF (E) 12"x12" GLUE-ON TILE CEILING FINISH TO ACCOMMODATE NEW ELECTRICAL WIRING FROM (E) PANEL TO AREA OF

19. REMOVE AND REINSTALL (E) SUSPENDED ACOUSTIC CEILING TILES TO ACCOMMODATE NEW ELECTRICAL WIRING.

HARTMANNARCHITECTURESTUDIO.COM 430 S. CARRILLO RD. OJAI, CALIFORNIA 93023 (805) 530-5559

CONSULTANTS:

AGENCY APPROVAL:

Not In Contract

Not In Contract



MATILIJA MIDDLE SCHOOL LIBRARY RENOVATION

OJAI UNIFIED SCHOOL DISTRICT 414 E. OJAI AVE. OJAI, CA 93023

(805) 640-4300 ATTN: ADAM DUTTER, BOND MANAGER adutter@ojaiusd.org

PROJECT ADDRESS:

MATILIJA MIDDLE SCHOOL 703 EL PASEO RD. OJAI, CA 93023

MARK DATE DESCRIPTION

PROJECT INFORMATION: PROJECT NUMBER:

PROJECT PHASE: DRAWN BY:

REVIEWED BY:

EXIST/DEMO & PROPOSED OVERALL FLOOR PLANS & PROPOSED ENTRY PLAN

A-102

DATE: 11/10/2021

DEMOLITION NOTES

1. IN ACCORDANCE WITH PERTINENT ITEMS OF THESE NOTE AND THOSE ITEMS SO INDICATED ON THE DRAWINGS "CAREFULLY" DEMOLISH AND REMOVE FROM THE JOB SITE THOSE ITEMS SCHEDULED TO BE SO DEMOLISHED ANREMOVED. 2. ALL EXISTING CONDITIONS REPRESENTED MUST BE VERIED IN THE FIELD. 3. USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE MOROUGHLY

TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS ANDWHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND THE METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK. 4. SURFACE CONDITIONS: EXAMINE THE AREAS AND CONDI**TIONS** UNDER WHICH

WORK WILL BE PERFORMED. CORRECT CONDITIONS DETRIMEMAL TO TIMELY AND PROPER COMPLETION OF THE WORK. DO NOT PROCEED UNTUNSATISFACTORY CONDITIONS ARE CORRECTED. 5. DEMOLITION: BY CAREFUL STUDY OF THE DRAWINGS, DEERMINE THE LOCATION

AND EXTENT OF SELECTIVE DEMOLITION TO BE PERFORMED.

6. VISIT THE SITE AND VERIFY THE EXTENT AND LOCATIONOF SELECTIVE DEMOLITION REQUIRED. 7. CAREFULLY IDENTIFY LIMITS OF SELECTIVE DEMOLITION

8. MARK INTERFACE SURFACES AS REQUIRED TO ENABLE WORMAN ALSO TO IDENTIFY ITEMS TO BE REMOVED AND ITEMS TO BE LEFT/IPLACE INTACT. 9. PREPARE AND FOLLOW AN ORGANIZED PLAN FOR DEMOLION AND REMOVAL

10. COMPLETELY REMOVE ITEMS SCHEDULED TO BE SO DEMOSHED AND REMOVED, LEAVING SURFACES CLEAN, SOLID, AND READY OF RECEIVE NEW

MATERIALS SPECIFIED ELSEWHERE. 11. SALVAGE: AFTER CAREFUL REVIEW OF THE DRAWINGS SOWING PROPOSED NEW CONSTRUCTION, IDENTIFY THOSE ITEMS THAT ARE GOD CANDIDATES FOR RE-USE AND CAREFULLY REMOVE AND STOCKPILE THEM ON SITEN A PROTECTED

12. DEMOLISHED MATERIALS SHALL BE CONSIDERED TO BE ROPERTY OF THE CONTRACTOR AND SHALL BE COMPLETELY REMOVED FROM THEOB SITE. 13. REPLACEMENTS: IN THE EVENT OF DEMOLITION OF ITESINOT SO SCHEDULED TO BE DEMOLISHED, PROMPTLY REPLACE SUCH ITEMS TO THAPPROVAL OF THE DESIGNER AND AT NO ADDITIONAL COST TO THE OWNER.

14. IT SHALL BE THE RESPONSIBILITY OF THE OWNER TOETERMINE THE PRESENCE OR NON-PRESENCE OF HAZARDOUS AND/OR TOXIC CONSTRUCTON MATERIALS IN THE EXISTING BUILDING. IF HAZARDOUS AND/OR TOXIC MATERIALS ARE ENCOUNTERED, THEN THE OWNER SHALL IMMEDIATELY NOTIF THE CONTRACTOR AND THE ARCHITECT AND TAKE APPROPRIATE REMEDIAL ACION PURSUANT TO ALL STATE AND FEDERAL LAWS PERTAINING TO SAID MATERIALS

15. DURING DEMOLITION AND CONSTRUCTION, THE CONTRACTR SHALL PROVIDE ADEQUATE CONTROL MEASURES TO PREVENT THE MIGRATION DEMOLITION AND CONSTRUCTION-RELATED DEBRIS AND OTHER POTENTIAL COMAMINANTS SUCH AS MOISTURE, DUST, VAPORS, UNNECESSARY NOISE, ETC INTOCCUPIED AREAS OF THE SITE AND ADJOINING PUBLIC AREAS.

16. DURING DEMOLITION AND CONSTRUCTION, THE CONTRACTR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING TREES, LANSCAPING AND PAVING SURFACES DURING CONSTRUCTION.

17. TERMINATE ALL ELECTRICAL CONDUITS CONTAINED IN WILLS TO BE DEMOLISHED PER CEC 2019. CONDUITS FEEDING DEMOLISHEAREAS, BUT CONTAINED WITHIN CONSTRUCTION TO REMAIN MAY BE ABANDONED IN PLACE. 18. REMOVE ABANDONED WASTE LINES.

19. RE-USE EXISTING PLUMBING LINES IN PLACE WHERE PRCTICAL. 20. THE DISPOSAL OF ALL DEMOLISHED MATERIALS SHALL E IN ACCORDANCE WITH ALL APPLICABLE LAWS AND ORDINANCES.

21. UNLESS CALLED OUT TO BE SALVAGED FOR RE-USE, ALITEMS NOT NOTED AS "EXISTING TO REMAIN" ARE TO BE REMOVED AND DISCARDD. 22. CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCING R334.1 CGBC

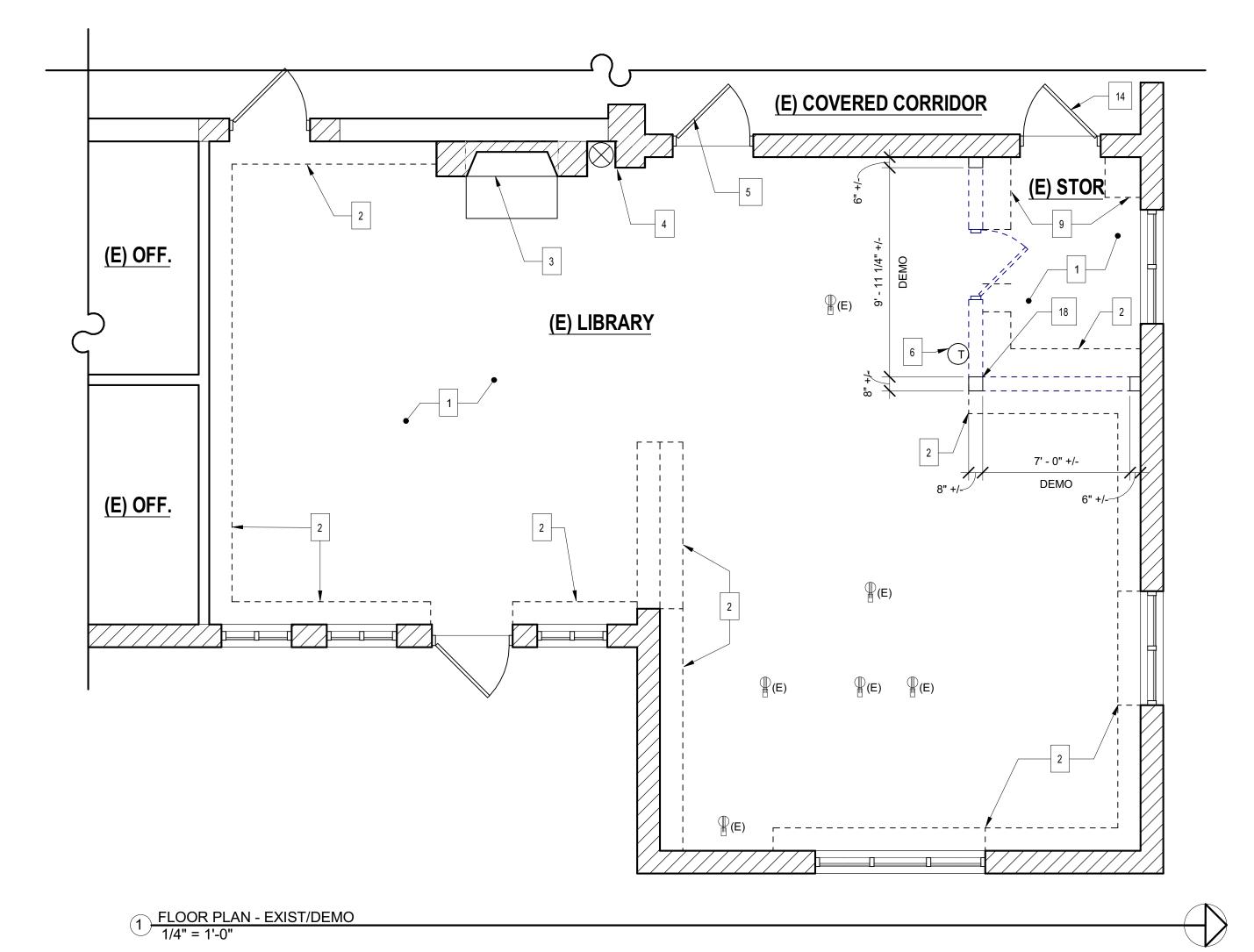
23. DECONSTRUCTION, DEMOLITION, AND CONSTRUCTION DERIS DIVERSION: 23.1. CONTRACTOR TO DEVISE AND IMPLEMENT A DECONSTR**O**TION, DEMOLITION, AND CONSTRUCTION DEBRIS PROGRAM. THE ROGRAM SHALL BE PRESENTED AND APPROVED BY THE OWNER'S REPRESENTAVE PRIOR TO COMMENCEMENT OF WORK. WASTE PREVENTION AND RECYCLIG ACTIVITIES TO BE DISCUSSED AT THE BEGINNING OF EACH SAFETY MEEING. SUBCONTRACTORS TO COMPLY WITH THE CONTRACTOR'S PRORAM. 23.2. DECONSTRUCTION: EXISTING MATERIALS NOTED TO EXESCARDED AND IDENTIFIED AS RE-USABLE SUCH AS WALL TILE, PLUMBING HARDWARE, LIGHT FIXTURES, TOILET PARTITIONS, ET. TO BE CAREFULY REMOVED, MINIMALLY PROCESSED, SORTED AND SECURELY STORED FORONATION TO HABITAT FOR HUMANITY'S RESTORE ((805) 981-2268) OR SIMILAR SALVAGE COMPANY. CONTRACTOR TO PROVIDE WRITTEN DOCUMENTAON THAT RE-USABLE ITEMS HAVE BEEN ACCEPTED OR REJECTED BY SALAGE COMPANY. 23.3. DEMOLITION: EXISTING MATERIALS NOTED TO BE **DIA**RDED AND IDENTIFIED AS NOT RE-USABLE BUT RECYCLABLE SUCH ASSYPSUM BOARD. METALS, GLASS, CONCRETE, ETC. TO BE REMOVED AND HALED TO DEL NORTE REGIONAL RECYCLING & TRANSFER FACILITY ((805) 278-8200) OR SIMILAR FACILITY FOR RECYCLING. CONTRACTOR TO PROVIDE WRITEN DOCUMENTATION THAT RECYCLABLE ITEMS HAVE BEEN ACCEPED BY DISPOSAL FACILITY.

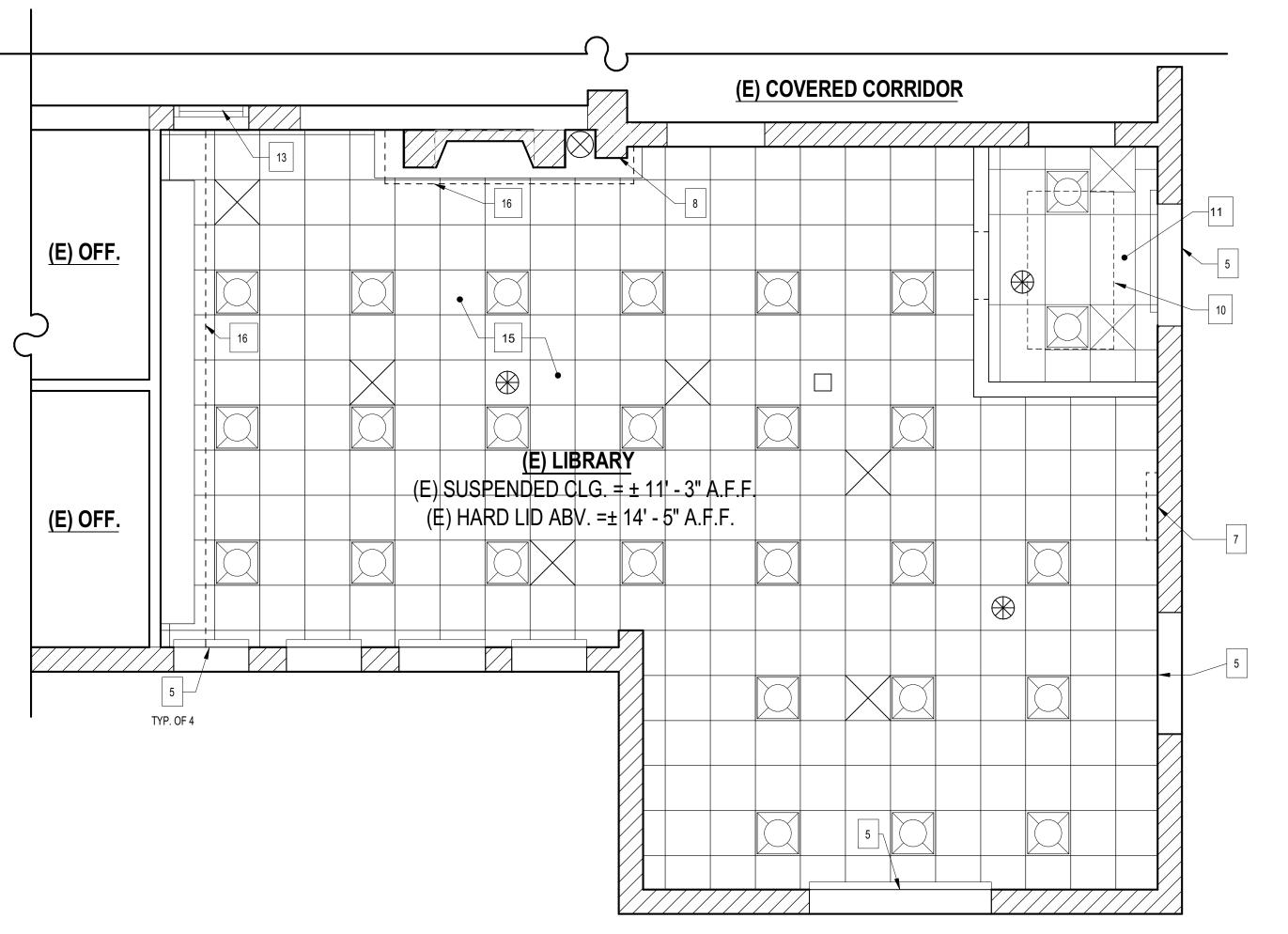
23.4. CONSTRUCTION: RECYCLABLE CONSTRUCTION WASTE MERIALS SUCH AS METAL, CARDBOARD, WOOD, PLASTIC, GLASS, ETCTO BE SORTED AND RECYCLED. 24. CONTRACTOR SHALL SCHEDULE A PRE-DEMOLITION INSPECTION PRIOR TO THE

START OF THE WORK 25. CONTRACTOR TO FIELD VERIFY BUILDING AND SITE UTITY LOCATIONS AND

UTILITY SHUT-OFFS PRIOR TO DEMOLITION. 26. PATCH/REPAIR/FINISH ALL AREAS OF WOOD FLOORING ELOW WALLS AND

BOOKCASES THAT ARE SCHEDULED TO BE REMOVED. 27. REMOVE ALL REMAINING EXISTING ACOUSTICAL WALL PAILS WHERE OCCURS





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(805) 530-5559

CONSULTANTS:

AGENCY APPROVAL:

- - - - - (E) WOOD-FRAMED WALL, REMOVE U.N.O.

(E) WOOD-FRAMED WALL W/ GYPSUM PLASTER, TO REMAIN

(E) CONCRETE WALL, TO REMAIN

(E) DOOR, TO REMAIN

SYMBOL LEGEND

(E) LIGHT FIXTURE, TO REMAIN

(E) FIRE ALARM DEVICE, TO REMAIN, PROTECT IN PLACE

(E) MECHANICAL REGISTER, TO REMAIN

(E) FLOOR-MOUNTED POWER & DATA RECEPTACLE GANGED BXES, TO REMAIN, REPLACE RECEPTACLES IN EXISTING LOCATION, BFURBISH AND PROVIDE BRASS COVER PLATES, REPAIR FLOORING AREQ'D.

SHEET KEYNOTES

- 1. (E) CARPET, REMOVE FLOORING, PAD, ADHESIVE, STAPS & RUBBER BASE THROUGHOUT TO EXPOSE (E) WOOD FLOORS AND LEAVE A SONOTH, UNIFORM SURFACE
- (E) BOOKCASE, REMOVE, PATCH & PAINT EXPOSED WALS.
- (E) ABANDONED FIREPLACE & HEARTH, TO REMAIN
- 4. (E) AIR DUCT & RETURN AIR REGISTER, TO REMAIN
- 5. (E) ROLLER SHADE, TO REMAIN
- 6. (E) THERMOSTAT, REMOVE & RELOCATE 7. (E) WALL CLOCK & BELL, REMOVE & DISCARD
- 8. (E) SPEAKER, REMOVE AND REINSTALL
- 9. (E) CABINET, REMOVE 10. (E) HAVAC UNIT & DUCT WORK ABV., TO REMAIN
- 11. (E) SUSPENDED ACOUSTICAL TILE CEILING, TO REMAJ REMOVE& REPLACE TILES REPLACE TILES ONLY.
- 12. (E) WINDOW, TO REMAIN, FIX IN POSITION
- 13. (E) TRANSOM WINDOW, TO REMAIN, APPLY OPAQUE FIN TO BACK OF WINDOW
- 14. (E) ROLLER SHADE, REMOVE AND RETURN TO DISTRICT
- 15. (E) SUSPENDED ACOUSTICAL TILE CEILING, TO REM**AI** U.N.O. PROTECT IN PLACE 16. (E) SUSPENDED ACOUSTICAL TILE CEILING, REMOVEMODIFY, AND REINSTALL
- TO ACCOMMODATE WORK 17. (E) PLUG MOLD, WIRING & RECEPTACLES, REMOVE ANDEUSE BRANCH CIRCUITS WHERE POSSIBLE
- 18. (E) POWER & REFRIGERANT LINES FOR HVAC UNIT IN ABOVE, TO REMAIN, PROTECT IN PLACE.



MATILIJA MIDDLE SCHOOL LIBRARY RENOVATION

OWNER:

(805)640-4300

OJAI UNIFIED SCHOOL DISTRICT414 E. OJAI AVENUE OJAI, CA 93023

CONTACT: ADAM DUTTER, BOND MANAGER

PROJECT ADDRESS:

MATILIJA MIDDLE SCHOOL 703 EL PASEO ROAD OJAI, CA 93023

EMAIL: adutter@ojaiusd.org

ISSUE: DESCRIPTION

2020.032

PBS/MH

PROJECT INFORMATION: PROJECT NUMBER: PROJECT PHASE:

DRAWN BY: REVIEWED BY:

THE ORIGINAL SIZE OF THIS SHEET IS 36"x24". IF THE CURRENT SIZE IS OTHER THAN 36"x24", THEN ADJUST THE SCALE OF THE DRAWINGS ACCORDINGLY.

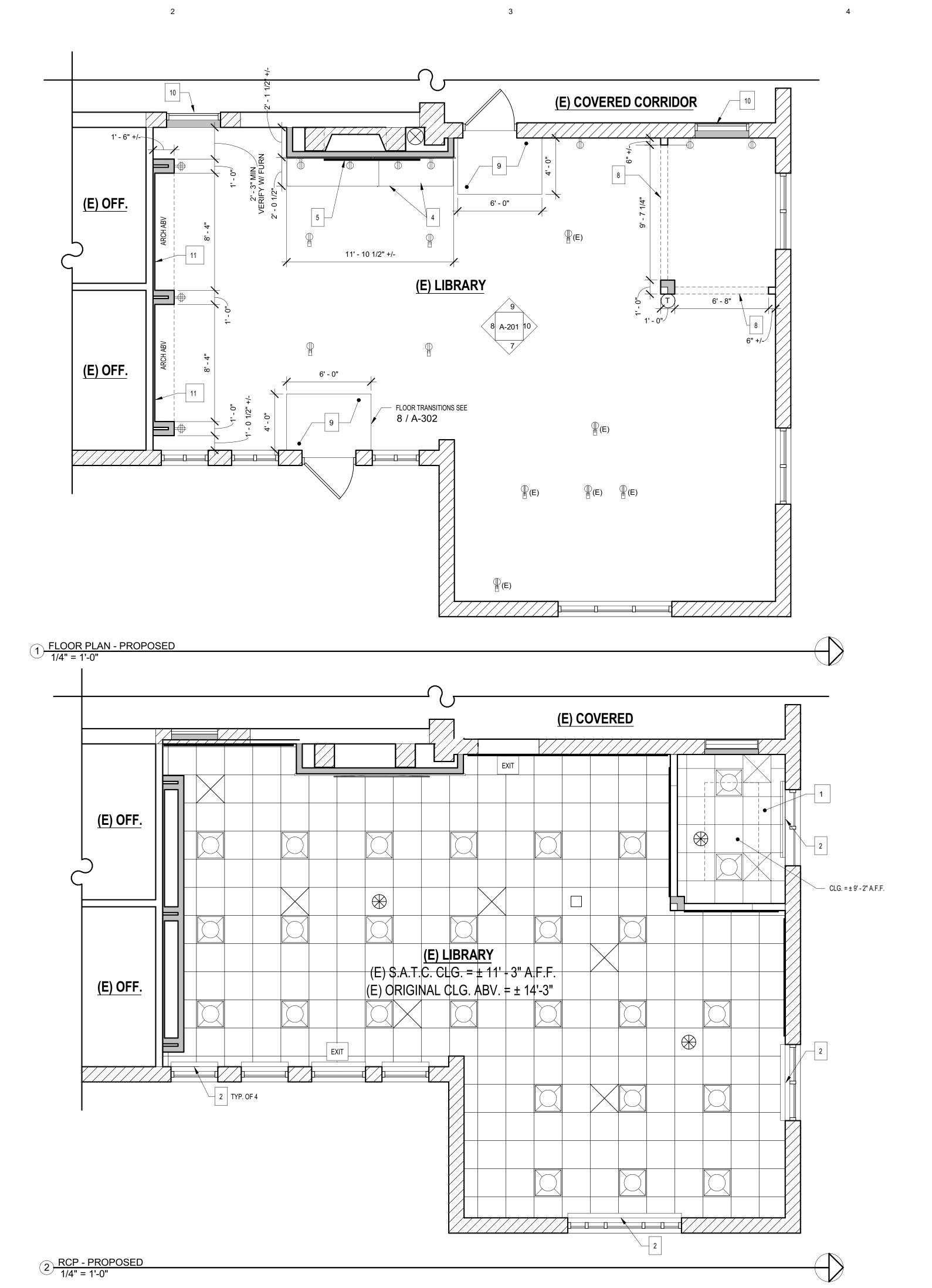
SHEET TITLE:

EXISTING/DEMO PLANS

SHEET NUMBER:

A-103

DATE: 11/10/2021 6:59:15 PM



GENERAL NOTES

- 1. ROLLER WINDOW FASCIA NOTES:
- A. CONTINUOUS REMOVABLE EXTRUDED ALUMINUM FASCIA THAT ATTACHED TO SHADE MOUNTING BRACKETS WITHOUT THE USE OF ADHESSES, MAGNETIC STRIPS, OR EXPOSED FASTENERS.
- B. FASCIA SHALL BE ABLE TO BE INSTALLED ACROSS TWOOR MORE SHADE BANDS IN ONE PIECE.
- C. FASCIA SHALL FULLY CONCEAL BRACKETS, SHADE ROLL® AND FABRIC ON THE TUBE.
- D. PROVIDE BRACKET / FASCIA END CAPS WHERE MOUNTING ONDITIONS EXPOSE OUTSIDE OF ROLLER SHADE BRACKETS. NOTCHING OF FASCIA FOR MANUAL CHAIN SHALL NOT BEACCEPTABLE.
- INSPECT SUBFLOOR CRAWLSPACE PRIOR TO COMMENCINGWORK. REPAIR/REPLACE DAMAGED AND ROTED FLOOR FRAMING, IANY EXISTS. INSULATE UNDERSIDE OF FLOOR WITH UNFACED FIBERGLASSINSULATION, R-19
- VALUE REPAIR/REPLACE ALL UNDERFLOOR VENT SCREENINGN PROJECT AREA. DO NOT USE POWDER DRIVEN FASTENERS IN (E) CONCRE. PREDRILL HOLES AND USE TAPCON SCREWS OR EQUAL.
- 4. (E) GLUE-ON 12"x12" ACOUSTIC TILE ON ORIGINAL CEING IS ASSUMED TO HAVE ASBESTOS CONTAINING MATERIALS. COMPLY WITH ALL REGILATIONS NECESSARY FOR ABATEMENT WHERE TILES ARE REMOVED TOCCOMMODATE THE WORK.
- 5. FIELD VERIFY ALL POWER RECEPTACLE LOCATIONS WITHDISTRICT PRIOR TO

SYMBOL LEGEND

2x6 WOOD-FRAMED FULL HEIGHT NONBEARING WALL W/ 5/8" TYPE X GYPSUM BOARD OVER 3/8" PLYWOOD, FINISH TO MATCH (E) YPSUM PLASTER, PROVIDE CONTROL JOINTS AT MATERIAL TRANSITONS, ATTACH TO ORIGINAL CEILING JOISTS ABV, SEE GEN. FRIMING NOTES & DTLS 17 - 20/ A-302 & 4/A-301

(E) WALL, TO REMAIN

(E) CONCRETE WALL, TO REMAIN

(E) DOOR, TO REMAIN, REMOVE + REPLACE (E) DOOR HARDARE WITH PANIC HARDWARE, SEE DETAILS 2 AND 3 / A-302

FLOOR-MOUNTED POWER RECEPTACLES, FIELD VERIFY LOCATIONS W/ OWNER AND (E) POWER PANEL

(E) FLOOR-MOUNTED POWER & DATE RECEPTACLES, TO REMM, SEE

- QUAD PLEX WALL MOUNTED POWER RECEPTACLE, FIELD VERY LOCATIONS W/ OWNER AND (E) POWER PANEL
- DUPLEX WALL MOUNTED POWER RECEPTACLE, FIELD VERIFYOCATIONS W/ OWNER AND (E) POWER PANEL

EXIT SIGN, SELF-ILLUMINATED

SHEET KEYNOTES

- 1. (E) SUSPENDED ACOUSTIC TILE CEILING, TO REMAIR, EPLACE (E) CEILING TILES ONLY, ARMSTRONG MODEL #1135 IMPRESSION 24"x48", TOUCH UP PAINT ON GRID
- 2. ANODIZED ALUMINUM VALENCE OVER (E) ROLLER SHADE
- BOOKCASE
- 4. BASE CABINET W/ COUNTERTOP
- 5. FLAT PANEL TELEVISION AND MOUNTING BRACKET, OFCI
- 6. NOT IN USE
- 7. TALL CABINET
- 8. LINE OF HEADER ABV. SEE GEN. FRAMING NOTES & DTS 17 20 / A-302
- CARPET
- 10. (E) DOOR, COAT GLASS WITH OPAQUE FILM, FIX INLACE, WEATHERSTRIP 11. APPLY 1/4" GYPSUM BOARD VENEER OVER (E)WOOD SIDUWALL AS SACRIFICIAL

LAYER FOR GLUED-ON ACOUSTIC PANELS.



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CONSULTANTS:

AGENCY APPROVAL:

SEALS:



MATILIJA MIDDLE SCHOOL LIBRARY RENOVATION

OWNER: OJAI UNIFIED SCHOOL DISTRICT414 E. OJAI AVENUE

OJAI, CA 93023 (805)640-4300 CONTACT: ADAM DUTTER, BOND

MANAGER EMAIL: adutter@ojaiusd.org

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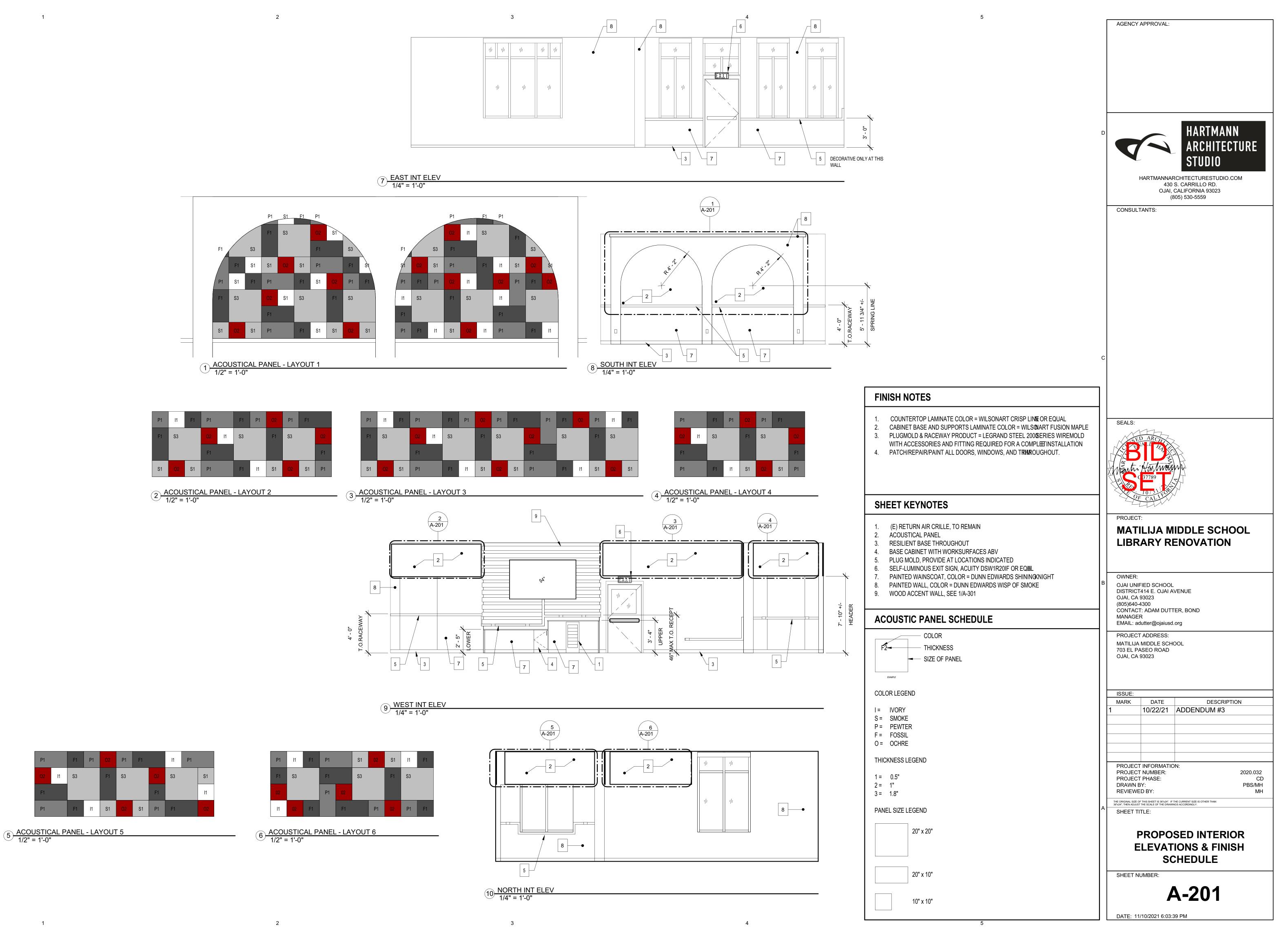
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PROPOSED PLANS

SHEET NUMBER:

A-104

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С

ROOF OR FLOOR JOIST

2-16d EA. SIDE

SIMPSON HTC
CLIP @ 24" O.C.,
TYP. U.O.N.

2x STUDS @ 16"
O.C., TYP. U.O.N.

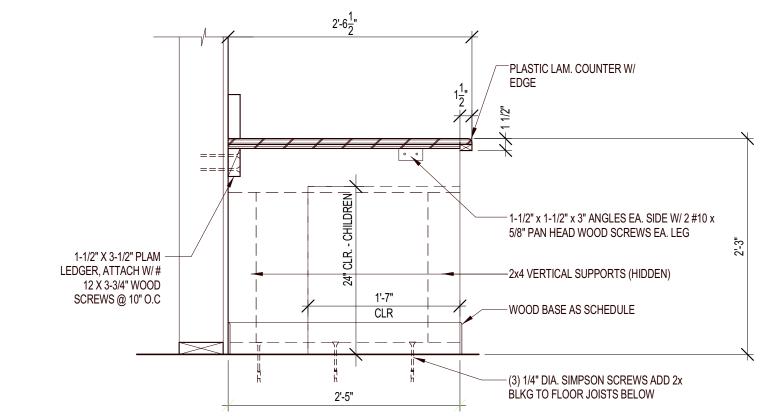
FLOOR PLY

16d @ 16" O.C.

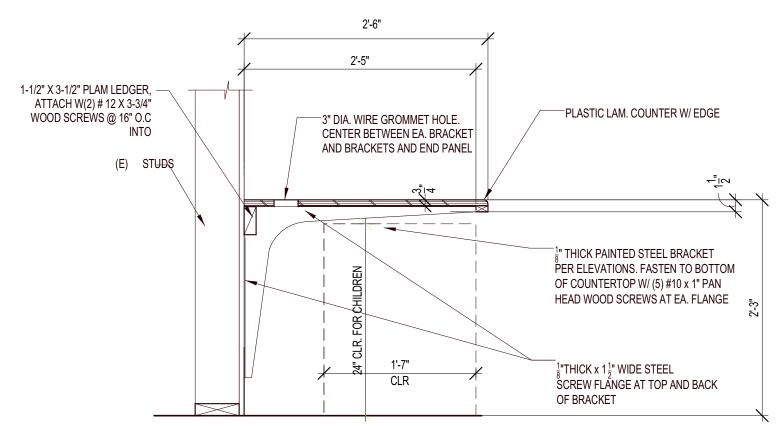
FLOOR PLY

(N) WALL PARTITION FRAMING
3/4" = 1'-0"

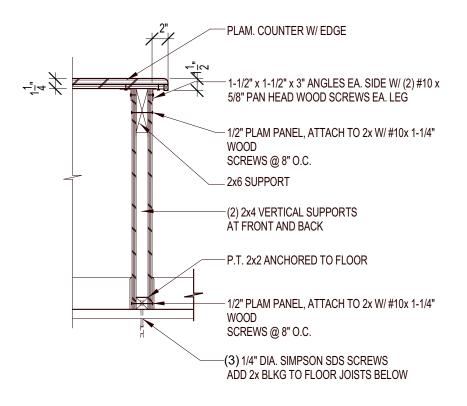
PROVIDE BRIDING AT 6'-0" O.C. MAX.



(A) SECTION AT WORK TOP END SUPPORT

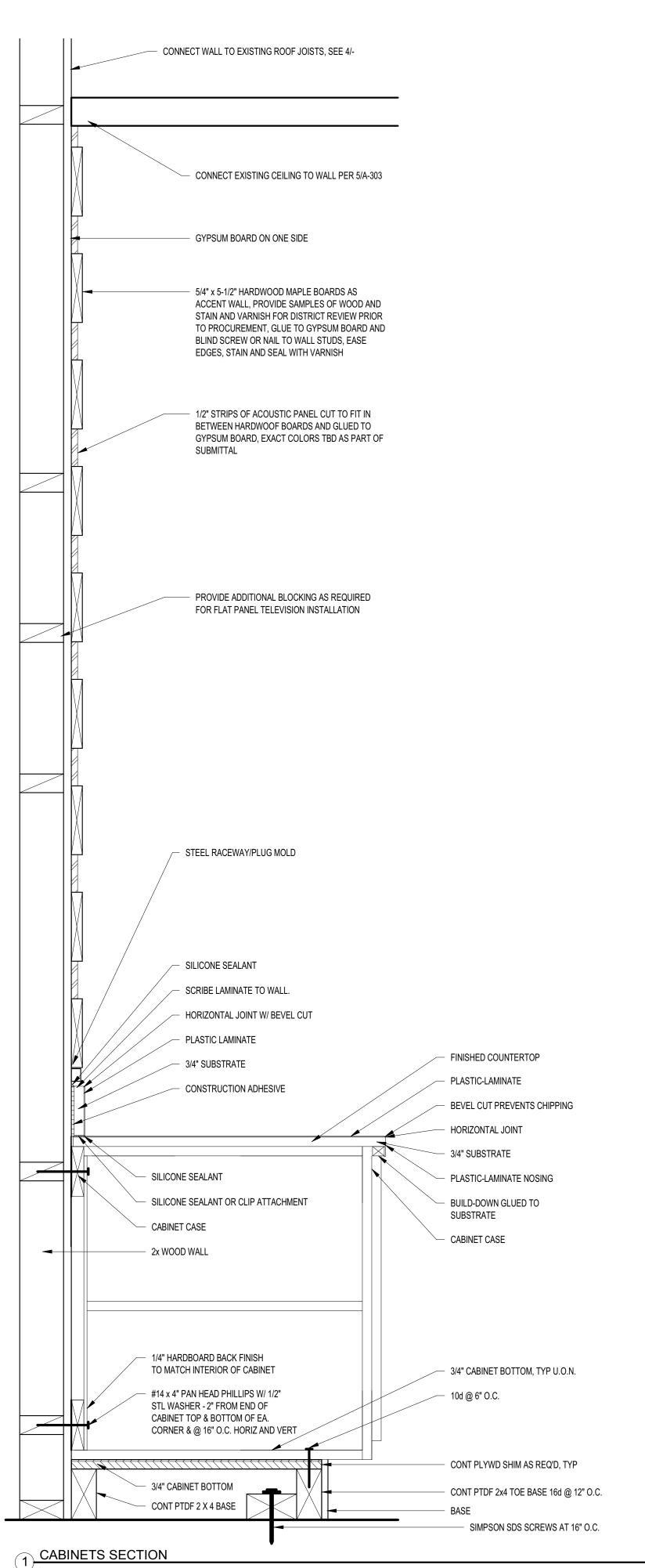


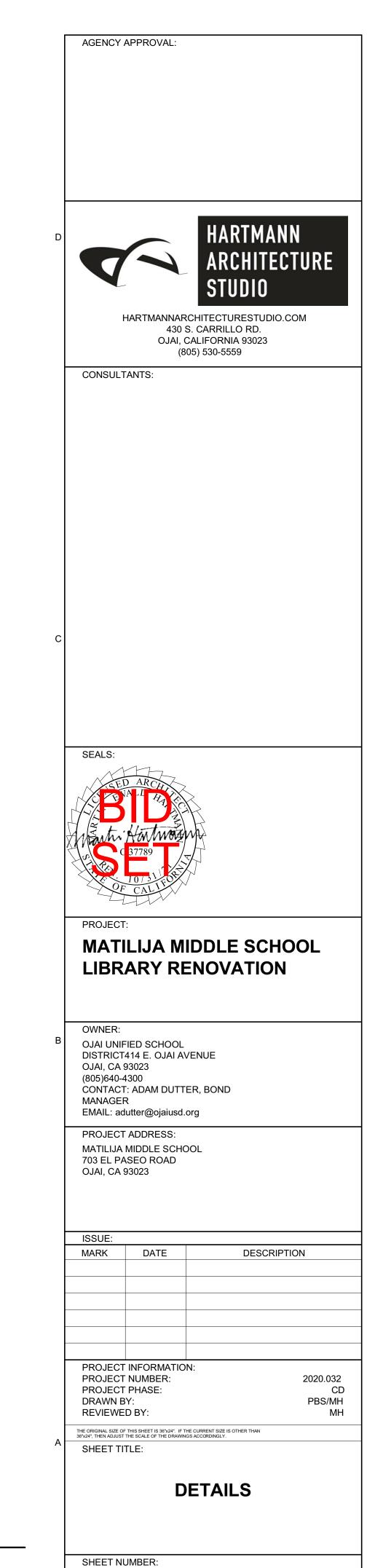
B SECTION AT WORK TOP METAL BRACKET



© SECTION AT END SUPPORT

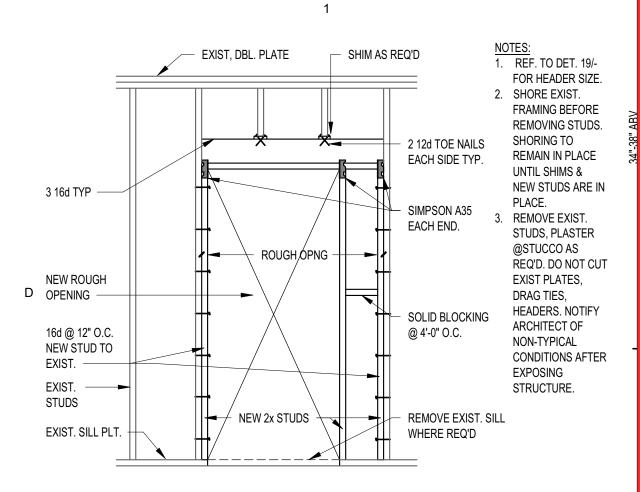
3 TYPICAL WORK TOP DETAILS
1" = 1'-0"





A-301

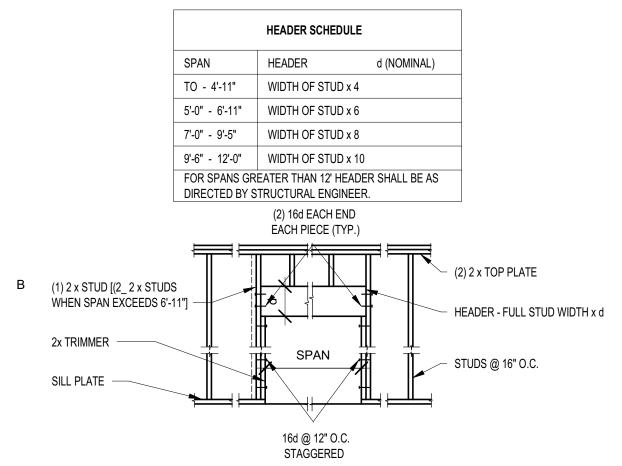
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(N) OPENING IN (E) STUD WALL 12" = 1'-0"

- ADD SHEATING TO MATCH EXIST. (WHERE OCCURS) | HEADER | EXIST. 2x STUDS @ 16" O.C. 🗕 NEW 2x W/16d @ 8" O.C. (2) 8d TOE NAILS ea. SIDE TYP. NEW 2x W/16d @ 8" O.C. EXISTING OPENING NEW 2x P.T.D.F. SILL PL. TO BE FILLED IN. -ON DRY PACK AS REQ'D NEW 2x @ 16" O.C. TOP OF EXISTING AT BEARING WALL: FOUNDATION -1/4"Ø, x 3-1/2" HILTI 'KH-EZ EXIST. SILL PLATE -[ICC ESR-3027] @ 24" o.c., EMBED 1-5/8" (MIN. 3 REQ'D.) AT NON -BEARING WALL: EF. TO STRUCTURAL EXISTING FOUNDATION **ENEAL NOTES**

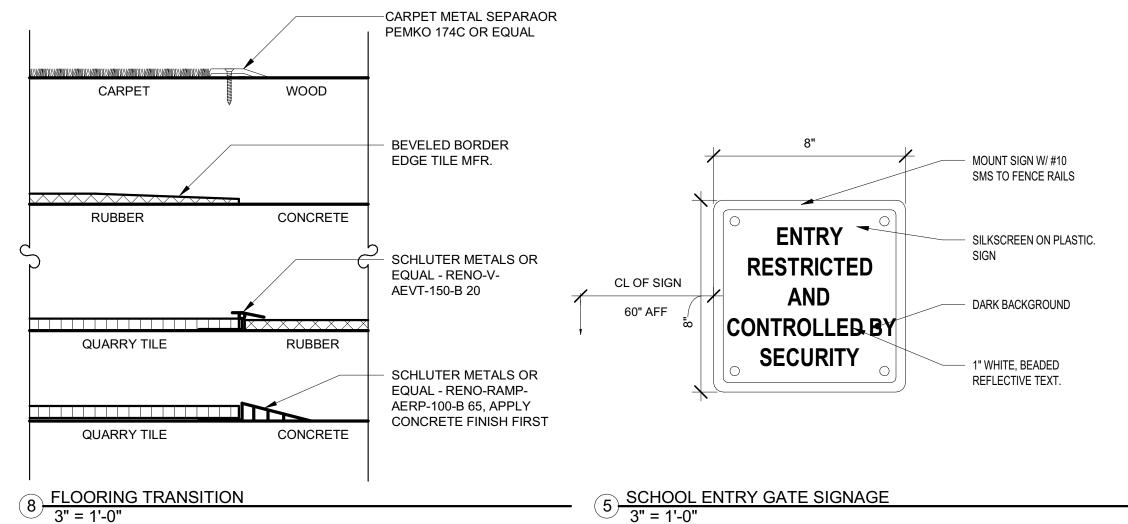
18 FILL EXISTING OPENING IN STUD WALL 12" = 1'-0"

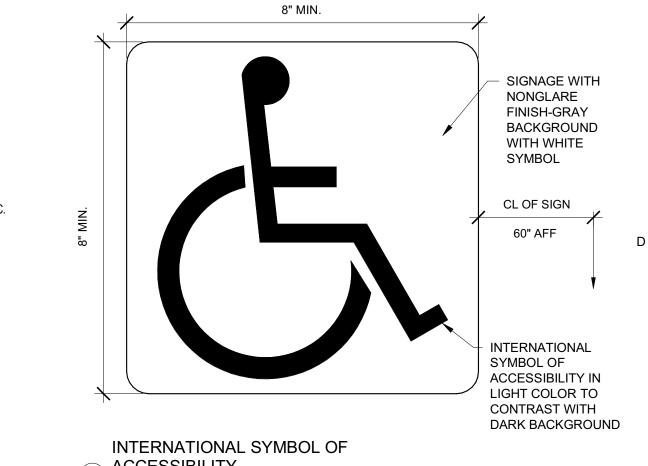


TYPICAL MINIMUM HEADERS FOR 19 INTERIOR NON-BEARING WALLS
6" = 1'-0"

NAILING SCHEDULE		(1)	NAIL DIMENSIONS		
<u></u>		` 1	NAIL	DIAMETER	LENGTH
CONNECTION	NAILING	(2)			
JOIST TO SILL OR GIRDER, TOE NAIL	(3) - 8d		20d	0.192"	4"
BLOCKING TO JOIST, EACH END	(2) - 16d				
SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL	16d AT 16" O.C.	· ·	16d	0.162"	3-1/2"
TOP PLATE TO STUD, END NAIL	(2) - 16d				
STUD TO SOLE PLATE, TOE NAIL	(4) - 8d		10d	0.148"	3"
DOUBLE STUDS, FACE NAIL	16d AT 24" O.C.			011.10	·
DOUBLE TOP PLATES, FACE NAIL	16d AT 16" O.C.		8d	0.131"	2-1/2"
TOP PLATES, LAPS & INTERSECTIONS. FACE NAIL	(4) - 16d (OR AS SPECIFIED)		ou	0.101	2-1/2
CONTINUOUS HEADER, TWO PIECES	16d @ 16" (ALONG EA. EDGE)				
CEILING JOISTS TO PLATE, TOE NAIL	(3) - 8d				
CONT. HEADER TO STUD, TOE NAIL	(4) - 8d				
CEILING JOISTS, LAPS OVER PARTITIONS, FACE	(3) - 16d				
NAIL					
CEILING JOISTS TO PARALLEL RAFTERS, FACE	(3) - 16d				
NAIL					
RAFTER TO PLATE	(3) - 8d				
1" BRACE TO EA. STUD & PLATE, FACE NAIL	(2) - 8d (OR AS SPECIFIED)				
BUILT-UP CORNER STUDS	16d at 24" O.C.				
BUILT-UP GIRDERS & BEAMS	20d @ 32" O.C. (tTOP & BOTT. AND STAGGE	RED)			
	(2) - 20d @ ENDS				
PLYWOOD FLOOR & ROOF SHEATHING	JÓIST TO SILLL OR GIRDER, TOE NAIL				
NOTES:					
 MINIMUM NAILING ONLY. SEE DI 	ETAILS FOR LOCATIONSWHERE				
OTHER NAILING IS SPECIFIED.					
2. COMMON NAILS CONFORMING T	O ASTM E1667 TO BE USED				
THROUGHOUT U.N.O.	O ACTIVITION TO BE COLD				
	050 400 0 0 47 55504551475				
NAILS SPACED AT 6" O.C. AT ED	•				
SUPPORTS (10" O.C. AT INTERM	EDIATE SUPPORTS FOR FLOORS)	.			
NAILING SCHEDU	F				

Not In Contract





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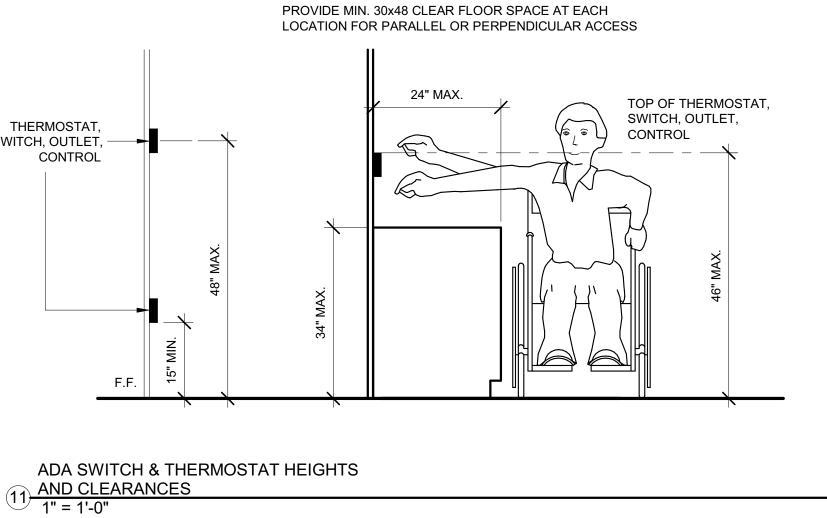
AGENCY APPROVAL:

-ALLOWABLE REACH AREA

7 KNEE CLEARANCE 1/2" = 1'-0"

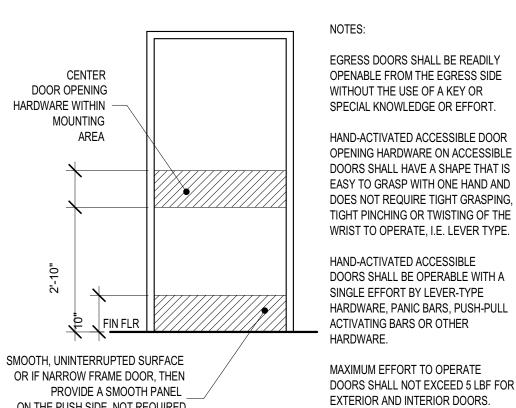
COUNTER KNEE CLEARANCE

Not In Contract



CLEAR AT ENTERIOR DOORS CLEAR AT ENTERIOR DOORS (24" PREFERRED) MIN. PROVIDE THIS ADDITIONAL SPACE IF DOOR IS EQUIPPED WITH BOTH A LATCH MIN.

MANEUVERING CLEARANCE AT DOOR-FRONT APPROACH



MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 5 LBF FOR EXTERIOR AND INTERIOR DOORS. ON THE PUSH SIDE, NOT REQUIRED FOR AUTOMATIC OR SLIDING DOORS

HARDWARE.

ACCESSIBLE DOOR OPERATIONAL 3 <u>REQUIREMENTS</u> 1/2" = 1'-0"

Not In Contract

SEALS:

MATILIJA MIDDLE SCHOOL LIBRARY RENOVATION

OWNER: OJAI UNIFIED SCHOOL DISTRICT414 E. OJAI AVENUE OJAI, CA 93023 (805)640-4300 CONTACT: ADAM DUTTER, BOND MANAGER

EMAIL: adutter@ojaiusd.org PROJECT ADDRESS: MATILIJA MIDDLE SCHOOL 703 EL PASEO ROAD OJAI, CA 93023

ISSUE: DESCRIPTION PROJECT INFORMATION: PROJECT NUMBER: 2020.032 PROJECT PHASE: PBS/MH DRAWN BY:

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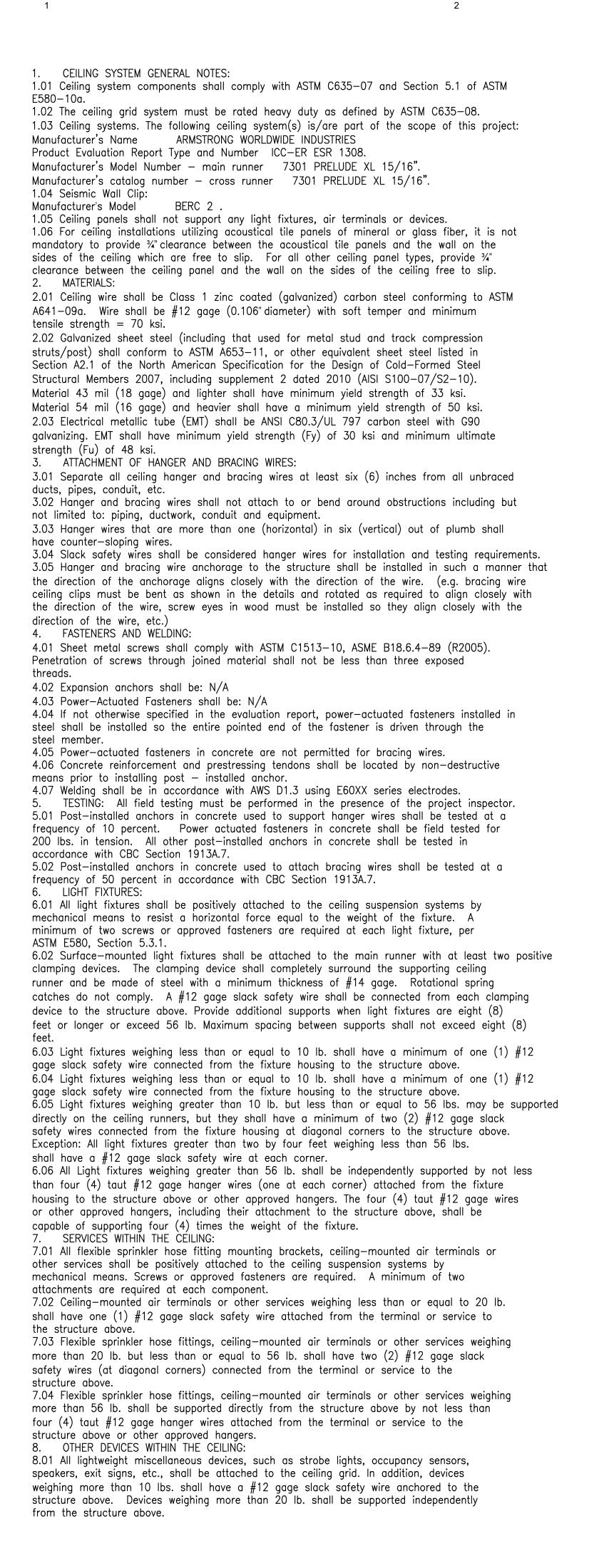
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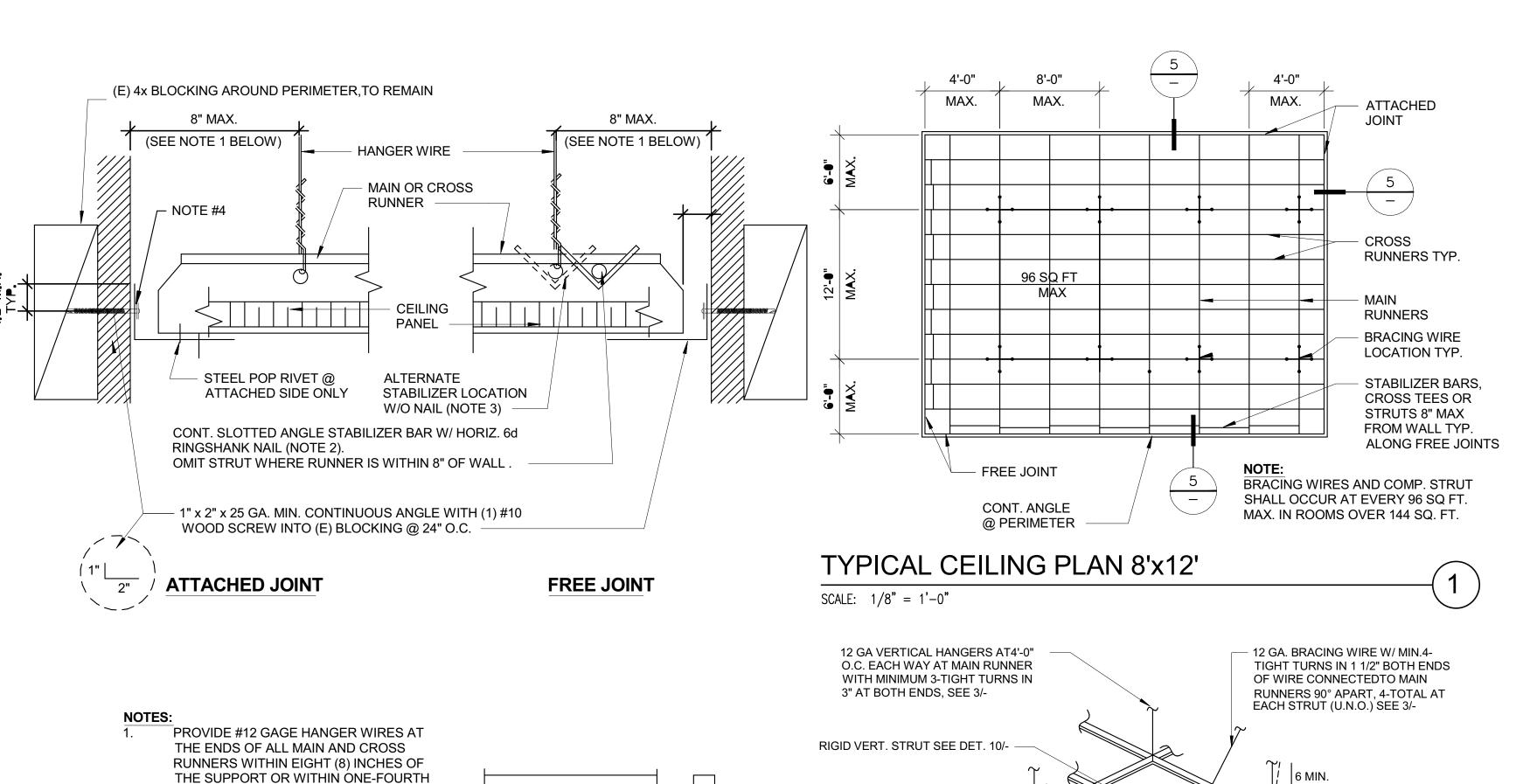
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A-302

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SWITCH, OUTLET,





CHANNEL

APPROVED STABILIZER

(SEE NOTE 3)

(STABILIZER BAR)

(1/4) OF THE LENGTH OF THE END TEE,

PERIMETER WIRES ARE NOT REQUIRED

WHEN THE LENGTH OF THE END TEE IS

STABILIZERS ARE TO BE PLACED WITH

APPROVED ANGLES OR CHANNELS WITH

(1) #10 SMS TO 20 GA. MIN. WALL STUD @

"DIAMOND POINTS" OF SPRING STEEL

NAIL HEAD TOWARD CENTER LINE OF

STABILIZER BAR MAY BE SLOTTED

WHICH SNAP TIGHT TO PREVENT

WHICHEVER IS LESS, FOR THE PERIMETER OF THE CEILING AREA.

NAILS AT ENDS OF HORIZONTAL

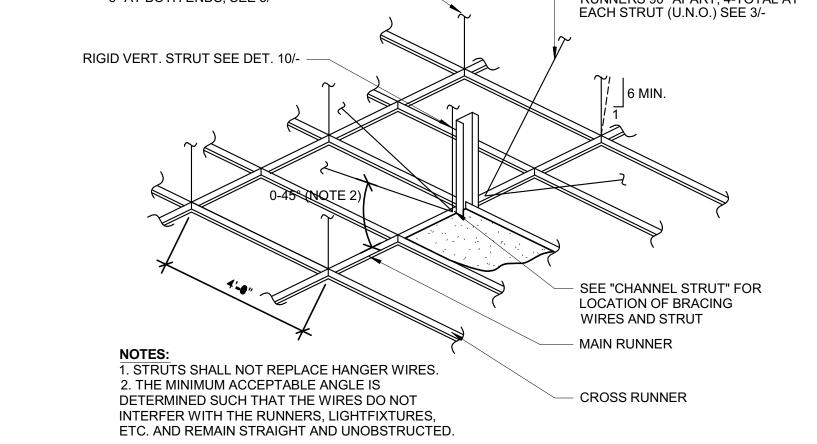
EIGHT (8) INCHES OR LESS.

SPAN OF STRUT.

MOVEMENT OF STRUT

CEILING PERIMETER

SCALE: 6" = 1'-0"





SEE 12/-AND 11/-FOR CONNECTION STRUCTURE 1/2" TYP 10° TO 45° 1 1/2" MAX 1/2" TY₽ #12 GAGE WIRE 3 TURNS @ HANGER WIRE TYPICAL @ EACH — 4 TURNS @ BRACE WIRES TYP. @ #12 GAGE WIRE EACH END

HANGER WIRE

BRACING WIRE

2

3

TYPICAL WIRE TURNS

SCALE: 1-1/2" = 1'-0"

AGENCY APPROVAL: HARTMANN HARTMANNARCHITECTURESTUDIO.COM 430 S. CARRILLO RD. OJAI, CALIFORNIA 93023 (805) 530-5559 CONSULTANTS: MATILIJA MIDDLE SCHOOL LIBRARY RENOVATION OJAI UNIFIED SCHOOL DISTRICT414 E. OJAI AVENUE OJAI, CA 93023 (805)640-4300 CONTACT: ADAM DUTTER, BOND MANAGER EMAIL: adutter@ojaiusd.org PROJECT ADDRESS: MATILIJA MIDDLE SCHOOL 703 EL PASEO ROAD OJAI, CA 93023 ISSUE: MARK DATE DESCRIPTION PROJECT INFORMATION: PROJECT NUMBER: 2020.032 PROJECT PHASE: DRAWN BY: Author REVIEWED BY: Checker THE ORIGINAL SIZE OF THIS SHEET IS 36"x24". IF THE CURRENT SIZE IS OTHER THAN 36"x24". THEN ADJUST THE SCALE OF THE DRAWINGS ACCORDING! Y. SHEET TITLE: **CEILING DETAILS**

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A-303

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