

ADDENDUM

Campus HVAC System Upgrade Freemont Magnet Elementary School Bakersfield City School District 566-0018 DSA #03-122640

Date: February 23, 2024

To: All Bidders

Total Addendum includes: 61-Pages

Subject: Addendum #003

NOTICE TO CONTRACTORS FIGURING THIS WORK

You are hereby notified of the following changes in the Plans and Specifications, which shall take precedence over anything to the contrary therein. Acknowledge receipt of Addendum No. 003 in the space provided on the Bid Proposal Form. Failure to do so may subject bidder to disqualification.

Item # Description

3.1 General Information:

- I. All Bid Packages to reference the attached BCSD Fremont ES Campus HVAC System Upgrades 2nd Mandatory Job Walk Sign-In Sheet as performed on February 13, 2024 @ 3pm.
- II. Due to the CA State Testing, the Phasing Plan and Baseline Schedule will be revised as follows:
 - 3.1.1 Building E Construction Start Date @ 4/8/2024 (per Baseline Schedule)
 - 3.1.2 Building F, R19, & R20 Construction Start Date @ 5/6/2024 (4-Weeks from Baseline Schedule)
 - 3.1.3 Building C & D Construction Start Date (per Baseline Schedule)
 - 3.1.4 All Restrooms, Campus-Wide Fire Alarm, and ADA work are to be complete in the Summer Months of 2024. At no time shall restrooms or fire alarm be out of commission during school hours that will impact CA State Testing.
- III. As the Existing Carpet Flooring remains, Bid Package #FES-01 Demolition & Abatement is responsible for the existing carpet flooring protection (ram board) to be installed prior to demobilizing. Upon installation, all other Prime Contractors will be responsible for any damage caused to the existing flooring as outlined in their Scope of Work to protect adjacent surfaces.
- IV. The District would like to provide clarity to the Owner-Furnished Contractor-Installed (OFCI) items as follows:
 - 3.1.1 The Roof Mounted Exhaust Fan Curbs are OFCI. Bid Package #FES-03 shall be responsible for the Roof Mounted Exhaust Fan Curbs as outlined in Addendum #001.
 - 3.1.2 The Pelican controls system gateways and repeaters are Owner-Furnished Owner-Installed (OFOI). All pathways and control wiring are to be provided and installed under Bid Package #FES-04 – Electrical & Low Voltage. Start-up and Testing of the units with the new Thermostats is the responsibility of Bid Package #FES-03 – Mechanical.



- V. Based on the Pre-Bid 'Request for Information' forms submitted for the above-referenced project, please find the following Responses and Bid Addendum items.
 - 3.1.1 Question Is OCIP in play? If yes; where is the stated "OCIP manual"? (00-73-123-113.) 2 different insurance requirements; which shall prevail? BP #06?
 <u>Response</u> There is no Section 00-73-123-113. All Contractors to reference Section 00-72-13 for Insurance Requirements.
 - 3.1.2 <u>Question</u> All, Fed \$? You bounce back and forth; from Fed\$ and State All D.B. Act; No L.C 1777.5 or yes? Which Shall Prevail? State P.W? or Fed. D.B. Act? Or both?
 <u>Response</u> This project will be Federally Funded. Please reference the Davis Bacon Conditions attached. This is a prevailing wage rate project subject to DIR requirements.
 - 3.1.3 <u>Question</u> Please confirm no allowances on BP; #06.
 <u>Response</u> Confirmed.
 - 3.1.4 <u>Question</u> Where can the correct pre bid RFI Form be found? OR; is this incorrect form OK? <u>Response</u> – Correct.
 - 3.1.5 <u>Question</u> Addenda #1 shows PLA; Gen. Cond.; show no PLA; Which shall prevail? <u>Response</u> – No PLA on this project.
 - 3.1.6 <u>Question</u> A2.00 shows "1/4" underlay"; By which B.P.? 6mm -5 ply premium Matrix Traxx? <u>Response</u> - Floor finish scope for Rooms R19 and R20 shall be as follows: Remove/ replace floor finish in entire room. 1/4" underlayment is required because of the plywood substrate (acceptable product issued as part of this addendum - 6mm -5 ply premium Traxx "Matrixx" product will be acceptable). Accent tiles will be required (product issued as part of this addendum – layout to be determined – assume 15% of area of carpet). Heavy duty tiles will be required at door areas (product issued as part of this addendum – assume 6'x6' area at each doorway).
 - 3.1.7 <u>Question</u> A2.00 shows "heavy duty carpet tiles at door ways"; you have "doorways"; shown everyplace; please clarify. Please clarify ALL new floor finish locations; AND extent of S.O.W. for B.P. #06

<u>**Response**</u> – See "Amended Response" above.

 3.1.8 <u>Question</u> – Please ref.; page 261-265; Gen Cond.; Insurance; 007213-34 to 007212-38; Contradicts 007313-113; i.e. Builders Risk, Pollution. OCIP; etc.; Please clarify the Insurance requirement that applies to B.P. # 06.

<u>Response</u> – All Contractors to reference Section 00-72-13 for Insurance Requirements.

3.1.9 <u>Question</u> – Please ref.; A2.20; Keynote19; "replaced/reinstalled". F. & I.; or; use salvaged material from demo B.P.? Which shall prevail? Please clarify.



Response – See "Amended Response" above.

- 3.1.10 <u>Question</u> Please Ref.; Section 00-72-13.1.8 Will the "Builders Risk"; AND; the "Pollution Liability" be waived for B.P. #06? Said B.P. is for mostly patch back only".
 Response All Contractors to reference Section 00-72-13 for Insurance Requirements.
- 3.1.11 <u>Question</u> Ref.; A2.00 Int. Fin. Sched.;R19 shows carpet tile 1 &3 over 1/4" underlay; A2.10 shows remove EX carpet as required; remove EX HD carpet see R20 for typical notes; R20 shows remove EX carpet & base throughout. A2.20 shows R19 line of replaced/reinstalled carpet tile; see R20 for notes; no notes at R20.

<u>Response</u> – See "Amended Response" above.

3.1.12 <u>Question</u> – Ref.; A2.00; Int. Fin. Sched. shows R20 carpet over 1/4" & HD carpet at doorway;
 A.2.20 shows no flooring at R20.

<u>Response</u> – See "Amended Response" above.

- 3.1.13 <u>Question</u> Please clarify B.P. #06 S.O.W. at R19 and R20. <u>Response</u> – See "Amended Response" above.
- 3.1.14 Question Per addendum 2 YES Environmental asbestos scope of work asbestos containment/regulated area set up requirements. It is unclear if containment will be required for the removal of the window systems throughout the buildings. Please confirm that a containment will be required for the removal of the existing windows containing asbestos and lead materials. <u>Response</u> – On page 6 of the Asbestos Scope of Work / Sub Paragraph ASBESTOS CONTAINMENT/REGULATED AREA SETUP REQUIREMENTS – Items 17-22 addresses containment/regulated area setup requirements for the removal or disturbance of exterior materials.
- 3.1.15 <u>Question</u> Per Yes Environmental Asbestos survey window putty is identified as a friable material. For bidding purposes are we to assumed that window systems will need to be disposed a regulated asbestos containing materials?

<u>Response</u> – If the windows can be removed intact without disturbing the window putty, they can be disposed of as non-hazardous waste. If the window putty does NOT remain intact during window removal and is disturbed in any way, that window and it's putty will be considered hazardous.

3.1.16 <u>Question</u> – My company has an A License along with a C-21. My sub (abatement company) has a C-22 license. Can I sill bid on the project, or will it get kicked out? I did attend the mandatory walk.

<u>Response</u> – A C-21 license can bid as a prime contractor for BP-01 Demolition & Abatement.



- 3.1.17 <u>Question</u> Confirm the scales for electrical sheets, E-100 & E-500.
 <u>Response</u> Scale for Fire Alarm Site Plan on Sheet E100 as well as Electrical Site Plan on Sheet E100 appear to be 1/32" = 1'-0". Note that Contractor shall be responsible for verification of all sie conditions and distances.
- 3.1.18 <u>Question</u> The underwriter for my bonding company will not allow me to bond this project with this warranty in place for Bid Package #FES-04. The only sealants that I think we will use is fire stopping and silicone. Can the 5-Year Warranty in Spec. Section 079200-04 be reduced to a 1 or 2-years or removed for Bid Package #FES-04; C-10 Contractors?

<u>**Response**</u> – 2-year warranty will be acceptable (see rest of addendum for additional information).

- 3.1.19 <u>Question</u> Where is the bid documents supposed to be delivered to?
 <u>Response</u> Please reference the Bid Documents.
 Bid Submission will be due on 02/29/2024 @ 2:00pm and submitted to the Bakersfield City
 School District Board Room (1501 Feliz Drive, California, 93307).
- 3.1.20 <u>Question</u> Per all bid package scopes it says that the basic hourly rate shall not be increased by more than \$25/hr. for health and welfare, pension, vacation and holiday, training and other. It provides an example showing the basic hourly carpentry rate of \$47.24 and then adding no more than \$25/hr for those other items for a total of \$72.24. Please confirm that the additional \$25/hr does not include the cost for worker's compensation, employer SUI, Employer Social security and Employer Medi which are all labor burden costs which are allowed per Article 27.A.1 of the general conditions and which are in addition to the health and welfare, vacation and holiday, training costs that are posted on the DIR for each trade.

<u>Response</u> – All awarded Prime Contractors to provide burdened labor hourly rate sheets at the start of the project for all classifications to match DIR Uploads. This shall be the basis for any additional work. Follow the DIR for applicable classifications and burdened wage determinations.

3.2 Changes to the Project Manual (Division 01):

- 3.2.1 The District has elected to increase the <u>Allowance Amount to **\$100,000** to Bid Package #FES-04</u> <u>– Electrical & Low Voltage.</u>
 - 3.2.1.1 Please remove and replace the updated Section 01-21-00 Allowances.
 - 3.2.1.2 Please remove and replace the updated Section 00-41-13 #FES-04 Bid Form & Proposal for your use.

3.3 Refer to Specification Section 012300:

3.3.1 Add the following at the end of Item 1.3.1.a.i:



Include line item for work scope as required for installation of accessible sinks in accessible casework. Casework associated with the accessible sinks shall be removed and replaced as required in the Contract Documents and not a part of Additive Alternate #03.

3.3.2 Add the following at the end of Item 1.3.1.a.ii:

Include line item for work scope as required for installation of Doors C08 and C10. Door C08 and C10 removal and replacement is required per the Contract Documents and not a part of Additive Alternate #01 & 02.

Add the following at the end of Item 1.3.1.b.i: **Include line item for work scope as required for installation of Doors C08 and C10. Door C08 and C10 removal and replacement is required per the Contract Documents and not a part of Additive Alternate #01 & 02.**

3.3.3 Add the following at the end of Item 1.3.1.b.i:

Include line item for work scope as required for installation of accessible sinks, including accessible casework module to receive accessible sink. Casework associated with the accessible sinks shall be removed and replaced as required in the Contract Documents and not a part of Additive Alternate #03.

3.4 Refer to Specification Section 075720:

3.4.1 Replace in its entirety with attached Section 075720.

3.5 Refer to Specification Section 096813:

- 3.5.1 Add Section 2.2.D to read: Carpet Substrate:
 - 1. Traxx "Matrixx" 6mm -5 ply premium
- 3.5.2 Add attached Data Carpet Sheet for Walk off Carpet Tiles indicated as (HD) on drawings.
- 3.5.3 Add attached Data Carpet Sheet for Accent Tile where required at indicated carpet replacement to match accent tiles in room if applicable.

3.6 Include the following attachments:

- 3.6.1 Response to Substitution Request for **Fire Alarm System**.
- 3.6.2 Response to Substitution Request for **Hand Dryers**.

3.7 Refer to Sheet A1.22:

3.7.1 Refer to Partial Site Plan E:



3.7.1.1 Revise as indicated on attached Detail **ADD-003.01** as denoted by clouded areas with Delta "**3**".

3.8 Refer to Sheet A2.00:

- 3.8.1 Refer to Finish Schedule for Building R19/R20:
 - 3.8.1.1 Revise as indicated on attached Detail **ADD-003.02** as denoted by clouded areas with Delta "**3**".

3.9 Refer to Sheet A8.01:

- 3.9.1 Refer to Detail 14:
 - 3.9.1.1 Revise as indicated on attached Detail **ADD-003.03** as denoted by clouded areas with Delta "**3**".

3.10 Refer to Sheet E-001:

3.10.1 Revise Single Line Diagram as indicated on attached Detail **ADD-003.04** as denoted by clouded areas with Delta "**3**".

3.11 Refer to Sheet E-005:

3.11.1 Revise Detail "I" as indicated on attached Detail **ADD-003.05** as denoted by clouded areas with Delta "**3**".

3.12 Attachments

- 3.12.1 Mandatory Jobwalk #2 Sign-In Sheet
- 3.12.2 State Davis Bacon Conditions
- 3.12.3 Updated Bid Package #FES-04 Bid Form
- 3.12.4 Section 01-21-00 Allowances
- 3.12.5 Pre-Bid Material Substitution Request Fire Alarm System
- 3.12.6 Pre-Bid Material Substitution Request Electric Hand Dryers
- 3.12.7 Section 07-57-20
- 3.12.8 Section 09-68-13
- 3.12.9 Drawing Revisions:

3.12.9.1	ADD-003.01
3.12.9.2	ADD-003.02
3.12.9.3	ADD-003.03
3.12.9.4	ADD-003.04
3.12.9.5	ADD-003.05

End of Addendum



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

MANDATORY PRE-BID JOBWALK #2 SIGN-IN SHEET

birlesnin a gmnil.com	6900-545-190	HUAC	Supplier	Birches A)c	Jeft Binks
Quittin ac agnail. con	641-747- 2364	41×4C	Suppler	QuikTime AC	Analia Rodriguez
QuikTine 9 c @ Junii . am	641-747-8369	C-20 HUAC	Supplier	Quite Time ActHent	Justin They
Leve Ku Smithe Com	702-622-020	Flaming	Supplier	べん	Hen Smith
Fogent Q JurneyAK.com	41.9R	C-CO Hutc	Supplier	Sourcey Air Cons,	FOBERT BUSTAMANTE
info e central Californiumar 1. com	661-477-	6-20 Hunc	Supplier	Central Calipenia	Luis Quezadu
brien & metro Floors, met	8621 - 262 - 109	C-15 Flooring	Supplier	Metro Floors Inc.	Brive Var Becuiry
RBENNIGES BARENSFIELD FLOOL LOVENZIUG - COUN	19-707-740Z	C-15 FloorInG	Supplier	BAKERSFIELD FLOOD	RICK BENAK
E-MAIL ADDRESS	PHONE	Trade	PRIME/ SUB	COMPANY NAME	CONTACT NAME

PRE-BID MEETING & JOB WALK BAKERSFIELD CITY SCHOOL DISTRICT 22213.00-26-CAMPUS HVAC SYSTEM UPGRADES 2/13/2024 @ 3:00 PM

SAFEWORK CM

SAFEWORK CM

PRE-BID MEETING & JOB WALK BAKERSFIELD CITY SCHOOL DISTRICT 22213.00-26-CAMPUS HVAC SYSTEM UPGRADES 2/13/2024 @ 3:00 PM

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														AMERICAN MECH. SYSTEMS		12 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	COMPANY NAME
Supplier	Prime Sub	Supplier	Prime Sub	Supplier	Prime Sub	Supplier	Prime Sub	Supplier	Prime Sub	Supplier	Prime Sub	Supplier	Prime Sub		Se	SUB	PRIME
														Prunaza		TIMAN	Trade
u.														441-565-6909		NUMBER	PHONE
														RARGELAN O ANGRICAN DIPINA		ADDRESS	E-MAIL

SAFEWORKCM DATE UPDATED: 2/13/2024



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

STATE DAVIS BACON CONDITIONS

STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

A. The project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

B. Notice is hereby given pursuant to the provisions of Section 1770 et seq of the California Labor Code, Director of the Department of Industrial Relations determined the general prevailing rate of per diem wages, including those for holiday and overtime work, in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute the contract which will be awarded to the successful bidder, and the prevailing rates are as set forth in the web address <u>www.dir.ca.gov/Dirdatabases.html</u> and are incorporated herein by reference.

C. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.

D. Each worker of the CONTRACTOR and any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

E. Each worker needed to execute the Work on the Project shall be paid travel and subsistence payments, as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations, in accordance with Labor Code Section 1773.1.

F. CONTRACTOR shall post at appropriate and conspicuous location(s) on the Project Site a schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2.

G. As a penalty, the CONTRACTOR and any violating subcontractor under the CONTRACTOR, shall forfeit not more than (\$200) two-hundred dollars for each calendar day, or any portion thereof, any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR or any subcontractor on the project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates, shall be paid to each worker by the CONTRACTOR or subcontractor, in accordance with Labor Code Section 1775, and CONTRACTOR and its subcontractors shall comply with Labor Code 1775 in all respects.

H. The subcontracts executed between CONTRACTOR and its subcontractors for the performance of the Work shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

I. Any worker employed to perform work on the Project which is not covered by any classification available in the Agency's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

J. Pursuant to Labor Code Sections 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.

K. CONTRACTOR and each subcontractor shall keep or cause to be kept accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR and/or each subcontractor in connection with the project. All payroll records shall be made available for inspection as provided by Labor Code Section 1776. The contractor or subcontractor has 10 days in which to comply subsequent to

receipt of a written notice requesting the records. As a penalty, the CONTRACTOR shall forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due. Failure to timely submit payroll records may result in debarment by the Labor Commissioner. Be aware, California Labor Code Section 1771.5 requires contract payments to be withheld when payroll records are delinquent or inadequate. It is the responsibility of CONTRACTOR to comply with all the provisions of Labor Code Section 1776.

L. The project is subject to compliance monitoring and enforcement by the DIR pursuant to and will require prime contractors and subcontractors to upload **ALL payroll records on the DIR website:** <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u>. Any additional requirements that materialize from this legislation must be complied with.

Apprentices

A. The CONTRACTOR acknowledges and agrees that it this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Section and with the provisions of Labor Code Section 1777.5 for all apprenticing occupations.

B. Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

C. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work or the craft or trade to which he or she is registered.

D. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 commencing with Section 3070 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

E. Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade, in performing any work under this Contract, shall apply to the applicable joint apprenticeship committee for a certificate approving CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

F. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

G. The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.

H. CONTRACTOR shall become fully acquainted with the laws concerning apprentices prior to commencement of the Project. Special attention is directed to sections 1777.5, 1777.6 and 1777.7 of the Labor Code and Title 8 of the California Code of Regulations. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

Hours of Work

A. As provided in the Wage Rates Section commencing with Section 1810 Labor Code, eight hours of labor shall constitute a legal day of work. The standard time of service of any worker employed at any time by the CONTRACTOR, or by any subcontractor on any subcontract under this Contract, upon the Project or upon any part of the Project

contemplated by this Contract, shall not exceed eight hours per day and forty hours during any one week unless all overtime and off time laws are complied with in full. Upon completion of all hours worked in excess of eight hours per day and forty hours during any one week, work shall be permitted upon the project at not less than one and one-half times the basic rate of pay. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.

B. The CONTRACTOR shall keep and shall cause each subcontractor to keep accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project or any part of the Project. The record shall be kept open at all reasonable hours to the inspection of the AGENCY and to the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California.

C. As a penalty, the CONTRACTOR shall pay <u>\$25.00</u> for each worker employed by CONTRACTOR or by any subcontractor in the performance of this Contract for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of the Wage Rates Section commencing with Section 1810 of the Labor Code. Any work performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to AGENCY.

FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

1. As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

2. Minimum Wages

- 2.1. The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.
- 2.2. All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
 - 2.2.1.Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification and wage rates conformed under this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent

and accessible place where it can be easily seen by the workers.

- 2.2.2.Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:
 - 2.2.2.1. The Work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2.2.2.2. The classification is utilized in the area by the construction industry; and
 - 2.2.2.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 3. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.
- 4. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Agency do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the Agency, to the Agency for the Agency's review and referral to the Administrator for determination.
- 5. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.
- 6. Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 7. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

8. Withholding.

Agency may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

8.1. Payrolls and basic records.

- 8.2. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 8.3. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the Department of Industrial Relations (DIR) website: <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u>. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the Agency. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/programs/dbra/wh347.htm or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the DIR or other government agency.
 - 8.3.1.Each payroll submitted shall be accompanied by a "<u>Statement of Compliance</u>," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - 8.3.1.1. That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,
 - 8.3.1.2. That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and
 - 8.3.1.3. That such information is correct and complete;
 - 8.3.1.4. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and
 - 8.3.1.5. That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - 8.3.1.6. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

- 8.3.1.7. The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
- 8.3.1.8. The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 8.3.2. The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the Agency or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

9. Apprentices and trainees

- 9.1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.
- 9.2. **Trainees**. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every

trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration shall be program, the Contractor will no longer be permitted to utilize trainees at less than the applicable program is approved.

- 9.3. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 10. **Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
 - 10.1. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
 - 10.2. **Contract termination**: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
 - 10.3. **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
 - 10.4. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. Certification of eligibility.

- 11.1. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 11.2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 11.3. Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 11.4. **Clauses Mandated by Contract Work Hours and Safety Standards Act**. As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.
- 11.5. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 11.6. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.
- 11.7. Withholding for unpaid wages and liquidated damages. The Agency may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.
- 11.8. **Subcontracts**. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

SECTION 00-41-13 FES-04 - BID FORM & PROPOSAL

DOCUMENT 00 41 13

BID FORM AND PROPOSAL BID PACKAGE: #FES-04 - ELECTRICAL & LOW VOLTAGE

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: _

(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. <u>22213.00-26</u>, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

BASE BID

_____ dollars

\$ _____

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

Item No.	<u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
				<u>\$</u>	<u>\$</u>
				<u>\$</u>	<u>\$</u>

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. <u>Allowance</u>. The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #04 – Unforeseen Conditions (Ref. Div 01s)	\$100,000.00
Total Allowance Value	\$100,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item. The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

- 3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
- 9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated

Bidder acknowledges that the license required for performance of the Work is a ______
 ______ license.

- 11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
- 13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
- 14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
- 15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
- 16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
- 19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this day of 20	
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BAKERSFIELD CITY SCHOOL DISTRICT #FES-04 - ELECTRICAL & LOW VOLTAGE BID FORM AND PROPOSAL DOCUMENT 00 41 13-4

Name of Bidder:			
Type of Organization:			
Signature:			
Print Name:			
Title:			
Address of Bidder:			
Taxpayer Identification No.	of Bidder:		
Telephone Number:			
Fax Number:			
E-mail:		_ Web Page:	
Contractor's License No(s):	No.:	Class:	Expiration Date:
	No.:	Class:	Expiration Date:
	No.:	Class:	Expiration Date:
Public Works Contractor Reg	jistration No.:		

END OF DOCUMENT



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

SECTION 01-21-00 ALLOWANCES

BCSD – CAMPUS HVAC SYSTEM UPGRADE

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 &1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
 - 1. Selected materials, services, equipment, related items and in some cases, their installation and related/non-related work are shown and specified in the Contract Documents by allowances herein. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, miscellaneous additional work scope and equipment to a later date when additional information is available for evaluation.
 - 2. Special allowances have been established for unforeseen conditions, latent conditions and related item to be authorized by the Architect for use.
- B. Types of allowances required include the following:
 - 1. Lump sum allowances in Base Bid.
 - 2. Lump sum allowances in Alternate Bid.
- C. Related Requirements:
 - 1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 1 Section "Summary of Work" for additional requirements on purchase contracts.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.4 ALLOWANCES

- A. Use the allowance only as directed for the Owner's purposes, and only by Supplementary Instructions, which designate amounts to be charged to the allowance.
 - 1. The direct costs for products or equipment ordered by the Owner under the lump sum allowances, including delivery, installation, taxes, and similar costs are part of the allowance. Vendor shall provide insurance as required by the Owner. Contractor shall agree to accept insurance required by Owner for vendor for allowance item. If the contractor requires any special insurance, additional requirements and or bonding of any allowance vendor, contractor shall allow for this cost in his base bid or alternate bid if

allowance is tied to an alternate.

- a. In the event the work under allowance cannot be completed during the duration of the project as prescribed under "Project Summary", contractor may elect to request additional extended overhead. Extended overhead will be determined by actual costs incurred by contractor specific to this project and verified by project schedule.
- 2. Supplementary Instructions (SI) authorizing use of funds from the lump sum allowance will not include the Contractor's related costs and reasonable overhead, supervision, profit margins and other related costs as these costs are already in the contractor's proposal/bid.
- 3. If any individual allowance contains surplus funds or contains deficient funds, Architect may transfer funds between allowances as necessary.
- 4. At Project closeout, credit unused amounts remaining in the allowance to Owner by Negative Change Order amount for unused amounts.
- 5. The contractor shall include in his base bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items. None of these items will be added to lump sum and miscellaneous allowance as it is used by the Owner and directed by the architect. In the event the allowance is required in an Alternate, the contractor shall include in his alternate bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items specific to that alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.
- B. Coordinate scheduling of Owner selected Vendors. Obtain availability schedules from Vendors early in project to coordinate timing of special milestones and products necessary for implementation into overall construction activities.

3.3 SCHEDULE OF BASE BID ALLOWANCES

A. Please reference the Allowances Schedule per Bid Package Below:

a. #FES-01 – Demolition & Abatement

i. Allowance #01 – Unforeseen Conditions Include the sum of <u>\$25,000.00</u> in your Contract Amount for the following: Unforeseen utilities, unforeseen existing utilities investigation, necessary utility relocation, selective demolition, and other unforeseen items not identified in the Contract Documents.

b. #FES-02 – General Trade

i. Allowance #01 – Unforeseen Conditions

Include the sum of **<u>\$75,000.00</u>** in your Contract Amount for the following: Unforeseen framing, wall furring, roofing discrepancies, repair of unidentified surfaces, ADA POT,

unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

c. #FES-03 - Mechanical

i. Allowance #01 – Unforeseen Conditions

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

d. #FES-04 - Electrical & Low Voltage

i. Allowance #01 – Unforeseen Conditions

Include the sum of **\$100,000.0** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

e. #FES-05 - Plumbing & Site Utilities

i. Allowance #01 – Unforeseen Conditions

Include the sum of **<u>\$25,000.00</u>** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

END OF SECTION 012100



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

SECTION 07-57-20

BCSD – CAMPUS HVAC SYSTEM UPGRADE

SECTION 075720 - POLYURETHANE FOAM ROOFING

07/25/13

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes, but not limited to, polyurethane foam roofing systems.
 - 1. Repair of existing foam roof.
 - 2. Patching of existing foam roof from new roof penetrations and related work.
- B. Types of coatings specified in this Section include the following:
 - 1. Fibered elastomeric.

1.3 SYSTEM PERFORMANCE

A. General: Provide coating material products that have been produced and installed to establish and maintain continuous surface protection of roofing systems.

1.4 SUBMITTALS

- A. General: Submit the following according to Conditions of Contract and Division 1 Specifications Sections.
- B. Product data and general recommendations from coating materials manufacturer for types of coatings required.
 - 1. Certification by coating materials manufacturer that products supplied comply with local VOC regulations.
- C. Samples of coating and auxiliary materials mounted on plywood.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Obtain primary coating materials of each type required from a single manufacturer to the greatest extent possible. Provide secondary materials only as recommended by manufacturer of primary materials.
- B. Installer: A firm with coating projects similar to requirements for this Project with satisfactory in-service performance and which is acceptable to primary coating materials manufacturer.

1.6 PROJECT CONDITIONS

A. Substrate: Proceed with work after substrate construction, openings, and penetrating work have

been completed and areas are free of standing or running water, ice, and frost. Verify that roofing is dry, smooth, and free from sharp or ragged out-angles, honeycombing, rock pockets, depressions, and projections.

B. Weather: Proceed with coating and associated work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturers' recommendations and warranty requirements.

1.7 WARRANTY

- A. Warranty: Submit a written warranty executed by the manufacturer, agreeing to repair or replace coating that fails in materials or workmanship within specified warranty period, with no proration and no cap for repairs. Warranty to include both labor (installation water tightness) and materials (SPF, elastomeric coating, flashing material).
 - 1. Warranty Period (Full System): Ten (10) years from date of Notice of Completion against peeling, cracking and eroding.
- B. The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Available manufacturers: This specification is based on using the manufacturer below as a standard. Other manufacturers will be considered when submitted for review prior to bidding. Manufacturers are subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. Skytite C3 with Skytite A-1000 Acrylic Roof Coating by BASF (ICC 2298).

2.2 MATERIALS

- A. The coating material and the SPF insulation must be supplied by one manufacturer such as BASF Corporation.
- B. Substrate Primer
 - Freshly scarfed/planed SPF will require a primer, it shall not be left exposed longer than the manufacturer's recommendations. For B.U.R., concrete, wood, brick, metal (ferrous, not rusted), and most 'painted' metal - the primer must be approved by BASF Corporation, such as a water-based epoxy primer, BASF SKYTITE 1800 Primer.
 - 2. For non-ferrous metals (cleaned aluminum, galvanized copper, etc) a primer shall be required, which is approved by BASF Corporation.
 - 3. Cut-back asphalt primers are not permitted.

BCSD – CAMPUS HVAC SYSTEM UPGRADE

C. Physical property requirements are as follows, for acceptable insulation products with Zero-Ozone Depleting Potential, such as BASF SKYTITE C series - 2.8

Property	Value	Test Method
Density, sprayed-in-place, pcf, min.	2.7 – 2.9	ASTM D 1622
Compressive strength, psi, min.	45	ASTM D1621
Closed-cell content, percent, min.	>90	ASTM D 2856
K-factor, aged, max	0.158	ASTM C 518
Dimensional Stability, 28 days, Percent volume change, max.	+0.69	ASTM D 2126

D. Acrylic Coating

- 1. The acrylic roofing membrane shall consist of a minimum two coats of an elastomeric, liquid applied material, domestically engineered and produced. The two coats shall be of contrasting colors.
- 2. The minimum thickness shall be <u>30</u> dry mils
 - a. The acrylic coating will be a product proven through actual roof performance for a period equal to, or longer than the term of the requested warranty.
 - b. The manufacturer shall have an established program to rapidly respond to any required warranty repair, if the original applicator is unable to perform standard repairs.
 - c. The BASF SKYTITE A-1000 acrylic coating should have the following minimum properties:

properties: <u>Property</u> As Supplied:	<u>Value</u>	Test Method
Solids Content by weight, percent	66	ASTM D 4209
by volume, percent	54	ASTM D 5201
Weight (lbs) per gallon	11.7-11.9	ASTM D 1475
Volatile Organic Content (VOC), (g/l) 24	<50	EPA Method
As Cured: Durometer Hardness, Shore A, points	55-60	ASTM D 2240
Tensile Strength, die C, psi	280 (+/-20)	ASTM D 2370
Elongation, percent	270 (+/-20)	ASTM D 2370
Permeability, perms	6.0	ASTM E 96
Water Absorption, %	<20	ASTM D 471

Weathering, QUV, 3,000 hours	No checking or cracking	ASTM G 53
Fungi Resistance	0 rating	ASTM G 21

- E. Granules
 - 1. Granules shall be number 11 screen size, ceramic-coated roofing granules as manufactured by the Industrial Products Division of 3M Company or equal, color to best match topcoat.
 - 2. Quartz or silica aggregate such as U. S. Silica Company's #2 unground silica, this product will have natural color variations, color should be selected to match topcoat.
- F. Sealant
 - Sealant shall be a pigmented Urethane sealant such as BASF Sonolastic[®] NP 1[™] Sealant. The color of this sealant, if exposed, shall closely match that of the topcoat. Non-pigmented or clear silicone sealants shall not be used.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that all surfaces to receive polyurethane foam insulation are clean, dry and free of dust, dirt, debris, oil, solvents and all materials that may adversely affect the adhesion of the polyurethane foam.
- B. Verify that all roof penetrations and flashings are properly installed and secured. The metal roof deck shall be securely fastened, the existing fasteners may need to be tightened and/or new fasteners shall be required.
- C. Do not begin applying polyurethane foam insulation until substrate and environmental conditions are satisfactory.
- D. An infrared scan must be performed and documented prior to any roofing work, to determine if there is any moisture trapped within the existing roof system. All wet materials must be removed and replaced with like type materials.
- E. Prior to polyurethane foam application, inspect and confirm existing edge attachment follows IBC Chapter 15, 1504.5 Edge securement of low-slope roofs.
- F. Ensure that all edge metal details are brought to current SPFA industry standards by confirming a v-groove and sealant is installed.
- G. Identify the air intakes and HVAC units with a knowledgeable building representative. HVAC units and intake in the immediate area or downwind of area must be shut off and sealed by masking to prevent coating fumes from entering the building. The building areas may need to be vacated until all fumes have dissipated.

3.2 MATERIALS, DELIVERY AND STORAGE

- A. Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
- B. Safely store materials in their original containers out of the weather and where the temperatures are between 50°F and 80°F.
- C. All materials shall be stored in compliance with applicable fire and safety requirements.

- D. Protect materials from damage during transit, handling, storage and installation. Applicator shall provide secure site storage trailers.
- E. Inspection and inventory of all materials shall be made at the time of delivery. List and report any shortages or damages immediately.

3.3 SURFACE PREPARATION

- A. Wood Surfaces
 - 1. Plywood shall be exterior grade, designed for roof deck use, not less than ½ inch thick, fastened firmly in place. Attachment must meet building code requirements for resistance to wind uplift. Consult deck manufacturer or the *APA the Engineered Wood Association* for installation guidelines.
 - 2. The plywood shall contain no more than 18 percent moisture by weight.
 - 3. All untreated and unpainted surfaces shall be primed with an appropriate, approved primer to minimize moisture absorption and aid in the polyurethane foam adhesion.
 - 4. Tongue-and-groove sheathing and planking decks shall be overlaid with a minimum of ¼-inch exterior grade plywood, insulation board or a base sheet securely attached to meet building code requirements.
 - 5. Any joints greater than ¼ inch shall be caulked or taped prior to the polyurethane foam application.
 - Remove all loose dirt, dust and debris using air, a hand or power broom and/or a vacuum. Power washing is not recommended as it may introduce water into the substrate. Oil, grease and other contaminants must be removed using appropriate cleaning solution. Severely contaminated wood substrates shall be removed and replaced.
 - 7. Prime the clean, dry wood surfaces with SKYTITE 1800 or 1601 Black primer at the rate of ½ gallons per 100 square feet.
 - 8. Ensure all surfaces are clean and dry prior to polyurethane foam application.

3.4 APPLICATION OF POLYURETHANE FOAM

- A. Inspection
 - 1. Prior to polyure thane foam application, inspect the substrate surface to ensure preparations required in Section 3.2 Surface Preparation insert have been met.
 - 2. Polyurethane foam shall not be applied unless the environmental requirements of Section 3.3 Materials, Delivery and Storage are met.
- B. Application
 - 1. All objects that require protection from overspray shall be protected; all mobile objects shall be moved to an acceptable area. All intake air vents shall be turned off and covered or ducted and filtered in a manner to ensure clean intake air.
 - 2. Apply the polyurethane foam in strict accordance with the polyurethane foam manufacturer's specifications and application instructions, using spray equipment

recommended by the SPF manufacturer or SPFA Equipment Guidelines. The field of the roof shall be applied, as practical, by a robotic SPF application device. The robotic method shall improve consistency, slope-to-drain, and visual appearance.

- 3. Polyurethane foam shall be applied in a minimum of ½-inch thick passes. The maximum thickness of the polyurethane foam per lift shall be a maximum of 1½ inches. The spray foam shall be installed in a manner to aid in roof drainage. Thin top passes of foam are to be avoided except where necessary to feather in the foam or create a tapper.
- 4. Apply the full thickness of 2" (or more if required) of polyurethane foam in any area on the same day using adequate cool down between lifts. If full thickness is not completed on same day the exposed foam surface shall be primed using BASF Spraycoat 1800 prior to the application of additional polyurethane foam.
- 5. Polyurethane foam shall be applied to ensure positive drainage, resulting in no ponding water. Ponding water is defined as "an area of 100 square feet or more which holds in excess of ½ inch of water as measured 24 hours after rainfall." Smaller areas that dry under normal drying conditions will be acceptable following industry practices.
- 6. The polyurethane foam shall be terminated neatly a minimum of 4 inches above the finished roof surface at roof penetrations. Sprayed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface.
- 7. The finished polyurethane foam surface texture shall be "smooth to orange-peel", free of voids, pinholes and depressions. "Verge of popcorn" texture is acceptable if it can be thoroughly and completely coated. Popcorn and tree bark textures are not acceptable. Unacceptable SPF textures shall be removed and re-sprayed prior to the coating application.

3.4 BASF SKYTITE A-1000 Series Acrylic Roof Coating Application

A. Inspection

- 1. Prior to the application of acrylic coating, inspect the polyurethane foam surface to ensure the conditions of Section 3.4 Application of Polyurethane Foam have been met.
- 2. The polyurethane foam surface shall be free of moisture, dust, dirt, debris and other contaminants that would impair the adhesion of the acrylic coating.
- 3. If more than 24 hours elapse between the polyurethane foam application and the start of the acrylic coating application, thoroughly inspect the polyurethane foam surface for UV degradation and oxidation. Call BASF technical department for procedures to proceed, if UV degradation has affected the SPF.
- 4. Make sure all environmental conditions of Section 3.3 Materials, Delivery and Storage are met

B. Application

- 1. The acrylic base coat shall be applied on the same day as the polyurethane foam application, after the polyurethane foam has been allowed to cure a minimum of one hour. Apply the base coat in a uniform application to achieve a finished dry film thickness of approximately 1/3 the total thickness required for the roof.
- The base coat shall not be subjected to foot traffic or otherwise disturbed until it is tack-free or cured. After it has cured, inspect the coating for pinholes, cracks, thin areas or other defects. All defects observed shall be caulked with acrylic sealant and/or roller coated with additional base coat prior to applying subsequent coats of acrylic.

- 3. The base coat and sealant must be cured, clean and free of all moisture prior to application of topcoat.
- 4. Apply an intermediate coat in a uniform application to achieve a finished dry film thickness of approximately 2/3 the total thickness required for the roof and let cure adequately.
- 5. Apply the topcoat in a uniform application to achieve the total thickness required for the roof a minimum total finished dry film thickness of the base coat, intermediate and topcoat of <u>30</u> mils. It is the applicator's responsibility to ensure the minimum total dry film thickness specified is achieved throughout the entire roof area regardless of the quantity of acrylic coating required.
- The BASF SKYTITE A-1001 Series Acrylic Roof Coating shall be applied a minimum of 2 inches beyond all the terminated edges of the polyurethane foam. These terminations should be masked to provide a straight edge, neat, finished appearance.
- 7. Allow the topcoat to cure and inspect the finished coating surface for pinholes, cracks, thin areas, or other defects. Repair any defects observed with Urethane sealant and/or additional acrylic coating material.

3.5 GRANULE APPLICATION

- A. Application
 - 1. Apply roofing granules embedded in the additional wet topcoat or finish coat of acrylic. A minimum of 10 dry mils of acrylic coating is required to hold the granules after drying occurs.
 - 2. Apply the roofing granules, using suitable compressed air equipment, uniformly at a rate of approximately 40 pounds per 100 square feet of roof area.
 - 3. Apply the roofing granules immediately after the additional coating application to obtain maximum wet-out and embedment.
 - 4. After the coating has fully cured, excessive, loose granules shall be removed using a soft-bristled broom to prevent blocking drains, scuppers, or gutters.
 - 5. Bare spots in the granulated surface shall be filled in by applying additional coating and granules in these areas.

3.6 WARRANTY AND CERTIFICATION

A. The manufacturer shall issue a five (10) year non-depreciating coatings only re-coat warranty covering leakage. The manufacturer will provide the materials and the Contractor will provide the labor for all necessary repairs during the warranty period.

3.7 CLEANING

A. General: After completion, remove any masking materials and stains from exposed surfaces caused by coating installation.

3.8 PROTECTION

A. General: Protect completed coating during installation of other materials or processes over coating and throughout remainder of construction period.

END OF SECTION 075710



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

SECTION 09-68-13

BCSD – CAMPUS HVAC SYSTEM UPGRADE

Name	Step Up 11
Style Number	GT311
Collection	Tuff Stuff 11
Brand	Mohawk Group
Product Type	Walk Off Carpet Tile

SPECIFICATIONS

Minimum Sq. Yd.	No minimum
Construction	Tufted
Density	9500
Stitches Per Inch	8.5
Finished Pile Thickness	.440
Backing Material	Ecoflex NXT
Face Yarn	Colorstrand® Nylon
Tufted Weight	38oz per sq yd
Pattern Repeat	Not Applicable
Size/Width	24" x 24"
Protective Treatment	EcoSentry Soil Protection
Installation Method	Quarter Turn.

PERFORMANCE

Static	AATCC-134 Under 3.5 KV
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450

END OF SECTION 096813

BCSD – CAMPUS HVAC SYSTEM UPGRADE

Name Style Number Collection Brand Product Type	Accent Color Tile 2B50 Color Pop Aladdin Commercial Carpet Tile
SPECIFICATIONS	
Minimum Sq. Yd.	No minimum
Construction	Tufted
Surface Texture	Textured Loop
Gauge	1/10
Density	9103
Stitches Per Inch	13.2
Finished Pile Thickness	3 .087
Dye Method	Solution Dyed
Backing Material	Ultraset
Face Yarn	Colorstrand® Nylon
Tufted Weight	22oz per sq yd
Pattern Repeat	Not Applicable
Size/Width	24" x 24"
Protective Treatment	Mohawk Protection Plus Stain
Installation Method	Not Applicable
IAQ Green Label Plus	Green Label Plus 1098

PERFORMANCE

Static	AATCC-134 Under 3.5 KV
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450

END OF SECTION 096813



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

PRE-BID MATERIAL SUBSTITUTION REQUEST FIRE ALARM SYSTEM



MEMORANDUM

Campus HVAC System Upgrade Freemont Magnet Elementary School Bakersfield City School District 566-0018 DSA 03-122640

Date: February 1, 2024

To: Daniel Wastaferro/ BCSD

Subject: Request for Substitution Review SUBST-001 (Fire Alarm System)

Regarding Substitution request referenced above received on 01/26/24, please note the following:

- 1. Refer to letter from Electrical Engineer dated 01/28/24:
- 2. Notifier was the specified manufacturer that was designed into the project and was approved by DSA.
- 3. The Notifier N16X and all its accessories fit into one fire alarm enclosure. Hochiki LA203K2 and its accessories require multiple enclosures and interconnections. They would require additional wall space.
- 4. The Hochiki system at this campus is obsolete. It is not an addressable system and none of the devices or system components are usable.
- 5. Fire alarm plans and specifications would have to be revised, the equipment matrix would need to be changed as well as the voltage drop calculations, the battery calculations, and many of the fire alarm notes.
- 6. The substitution would require preparation of a CCD with all the changes for DSA review/approval.
- 7. Items above would incur additional time and expense to the Owner.

For the reasons listed above, the subject substitution request is not accepted.

Additionally, please consult Bid Documents for applicable substitution request format to follow as well as other substitution request procedures in general.

Cc: Southwell/BCSD-em Sanchez/Safework-em Degado/Safework-em Anderson/Safework-em Fogarty/AP-em File/AP-hc



Attachments (as noted)

ELECTRICAL ENGINEERING LIGHTING DESIGN CAREGISTRATION NO E13083

5500 MING AVENUE SUITE 251 BAKERSFIELD, CA 93309 (661)831.7851 FAX: (661)831.7813 maloney@jmpe.net www.jmpe.net

SUBMITTAL REVIEW

PROJECT: BCSD Fremont ES Campus HVAC Upgrades

This review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the names, methods, techniques, sequences and procedures of construction; coordination of the Work of all trades; and for performing work in a safe and satisfactory manner.

FIRE ALARM SUBMITTAL

ACTION:

Approved _____ Furnish as Corrected _____

Rejected X____

Revise and Resubmit

NOTES:

Provide specified Notifier N16 Fire Alarm System.

DATE: 01/28/2024

04-SUBSTITUTION LISTING

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

TO: BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled: **Project Title/Bid #: CAMPUS HVAC SYSTEM UPGRADE**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:

 \square no substitutions. \checkmark the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction
Notifier N16X	E-004	HOCHIKI LA203K2-10	N/A
Notifier DAA-5025	E-004	HOCHIKI FNVMP16R120 & HOCHIKI FNVDPS100R120	N/A
Notifier ACPS-610	E-004	FN-1042-ULADA-R	N/A
Notifier FSP-851	E-004	HOCHIKI ALN-V	N/A
Notifier FST-851H	E-004	НОСНІКІ АТЈ-ЕА	N/A
Notifier NBG-12LX	E-004	HOCHIKI DCP-AMS	N/A
Notifier FMM-1(A)	E-004	НОСНІКІ DIMM	N/A
Notifier NCD	E-004	HOCHIKI LFC00NC-10	N/A

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON BID FORM

BIDDER: Building Electronic Controls, Inc.

By: Curtie Long

Print Name: Curtis Long

04-SUBSTITUTION LISTING

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

TO: BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled: **Project Title/Bid #: CAMPUS HVAC SYSTEM UPGRADE**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:

 \square no substitutions. \checkmark the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction
Notifier SPSCR AV CM	E-004	HOCHIKI HSSPK24-CLPR	N/A
Notifier SPSR AV WM	E-004	HOCHIKI HSSPK24-WLPR	N/A
System Sensor SPRK	E-004	GENTEX WSSPKR	N/A
WESTPENN WIRE	E-004	WINDY CITY/ SMART WIRE	N/A

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON BID FORM BIDDER: Building Electronic Controls, Inc.

By: Curtie Long

Print Name: Curtis Long



BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

PRE-BID MATERIAL SUBSTITUTION REQUEST ELECTRIC HAND DRYER



MEMORANDUM

Campus HVAC System Upgrade Freemont Magnet Elementary School Bakersfield City School District 566-0018 DSA 03-122640

Date: February 22, 2024

To: Daniel Wastaferro/ BCSD

Subject: Request for Substitution Review SUBST-002 (Hand Dryers)

Regarding Substitution request referenced above received on 02/22/24, please note the following:

1. Proposed SpeedFlow Plus M17 is found to be an acceptable alternative product for hand dryers to the Owner.

For the reasons listed above, the subject substitution request is accepted.

Additionally, please consult Bid Documents for applicable substitution request format to follow as well as other substitution request procedures in general.

Cc: Southwell/BCSD-em Sanchez/Safework-em Degado/Safework-em Anderson/Safework-em Fogarty/AP-em File/AP-hc



Attachments (as noted)



SUBSTITUTION REQUEST

Project: <u>Fremc</u> Upgrad e	ont Elementary School - Campus HVA	C System Substitution Request Number:
<u>Upgrade</u>		From: Saniflow Corp. / Attn: Samantha Layedra
007 Taura Ot	Delessfield OA 00007 4005	Date: 2/7/2024
	Bakersfield, CA, 93307-1635	A/EProject Number: 566-0018
To: AP Archit Re: Substitut		
Specification	n Title: ACCESSORY SCHEDULE	
Section: SC		e: <u>A2.00</u> Article/Paragraph: <u>17</u>
Manufacturer:	stitution: <u>Speedflow Plus</u> <u>Saniflow Corp.</u> Address: <u>3325 N</u> Saniflow, a Mediclinics Company	W 70th Ave ., Miami FL, 33122 Phone: 305-424-2433 Model No.: M17A-UL
	· ·	ications, drawings, photographs, and performance and test data adequate of the data are clearly identified.
for avaluatio	n of the request applicable pertions	
Attached dat		of the data are clearly identified. nges to the Contract Documents that the proposed substitution will
Attached dat require for its The Undersig Proposed Same wa Same m Proposed Proposed	ta also includes a description of cha sproper installation. gned certifies: d substitution has been fully investigat arranty will be furnished for proposed aintenance service and source of rep d substitution will have no adverse effe d substitution does not affect dimension will be made for changes to building	nges to the Contract Documents that the proposed substitution will ed and determined to be equal or superior in all respects to specified product substitution as for specified product. placement parts, as applicable, is available. ect on other trades and will not affect or delay progress schedule.
Attached dat require for its The Undersig Proposed Same wa Same m Proposed Proposed Payment substituti	ta also includes a description of cha sproper installation. gned certifies: d substitution has been fully investigat arranty will be furnished for proposed aintenance service and source of rep d substitution will have no adverse effe d substitution does not affect dimension will be made for changes to building	nges to the Contract Documents that the proposed substitution will ed and determined to be equal or superior in all respects to specified product substitution as for specified product. placement parts, as applicable, is available. ect on other trades and will not affect or delay progress schedule. ons and functional clearances.
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Attached dat require for its The Undersig Proposed Same wa Same m Proposed Proposed Payment substituti Submitted by Signed by:	a also includes a description of chas sproper installation. gned certifies: d substitution has been fully investigat arranty will be furnished for proposed aintenance service and source of rep d substitution will have no adverse effect d substitution does not affect dimension will be made for changes to building on. <u>y: Samantha Layedra</u>	nges to the Contract Documents that the proposed substitution will ed and determined to be equal or superior in all respects to specified product substitution as for specified product. blacement parts, as applicable, is available. ect on other trades and will not affect or delay progress schedule. ons and functional clearances. design, including A/E design, detailing, and construction costs caused by th

□ Substitution approved - Make submittal in accordance with Specification Section 01 25 00 Substitution Procedures.

Substitution approved as noted - Make submittal in accordance with Specification Section 01 25 00 Substitution Procedures.
 Substitution rejected - Use specified materials.

□ Substitution Request received too late - Use specified materials.

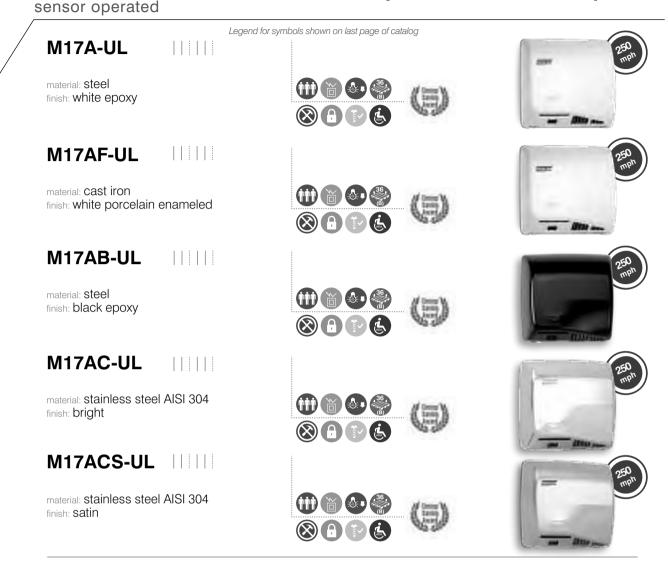
Signed by:		Date:					
Supporting Data Attached:	□ Drawings	☑ Product Data	□ Samples	□ Tests	☑ Reports		



SPEEDFLOW PLUS M17 (M17A, M17AF, M17AB, M17AC, M17ACS) Efficient, adjustable RPM, ADA compliant and with <i>longer</i> warranty than competitor.	Saniflow a medicilinics company	WORLD DRYER
Comparison	Speedflow Plus	VERDEdri
Electrical	100-120V; 208V; 220-240V	110-120V; 208V; 220-240V
Air Velocity	22,000 LFM	19,800 LFM
Power	180-850 W (Adjustable)	950 W
Motor type	High pressure class F, with self-resettable safety cut-out and adjustable speed 23,000-32,000 rpm	Universal brush type motor
Heating element (W)	0 -500 W (jumper for on/ off option)	Nichrome wire heating element protected by an automatic resetting thermal cutoff
Standby power consumption (W)	2 W	Unlisted
Construction Materials	Steel, Cast Iron, Stainless Steel	Cast Aluminium, Stainless Steel
Air temperature – (at 4" distance/ T amb. 77 °F)	93°F-109°F	130°F
Color finish	5 finishes: Stainless steel one-piece cover bright & satin finish, white epoxy, black graphite, or white porcelain in cast Iron	White, Black, Stainless Steel Brushed, Stainless Steel Polished
Dimensions	10 1/2"H x 11 1/2"W x 4"D	13.3" x 11.6" x 3.9"
Operation	Touch free infrared sensor. Auto 2 second shutoff after hands are removed	Automatic infrared sensor
Weight	8.4 .lbs (15.67 lbs Cast iron M06AF)	9.8 lbs.
Safety shut off	Safety shut-off after 60 seconds of continous use.	30 Second Vandal Shut-off
Drying time	Approx.10-15 seconds	12 Seconds
Limited Warranty	5 years	5 Years
Noise Level	57-65 dBA	Unlisted
HEPA Filter	Yes	Yes
Protection Level	IP23	IP24
Sensor	Adjustable 2"-8" infrared	Automatic infrared sensor
BuildingGreen Approved	Yes	Unlisted
ADA surfaced mounted	Yes	Yes

HAND DRYERS

speedflow[®]plus



M17A-UL · M17AF-UL · M17AB-UL · M17AC-UL · M17ACS-UL

- 3/16" thick cast iron or 1/16" thick stainless steel one piece cover.
- High pressure class F motor, with self.resetable safety cut-out and adjustable speed between 23,000 and 32,000 rpm..
- · HEPA filter medium cartridge.

Voltage

rom

- ADA compliant (no recessed kit needed).
- Universal Voltage (from 100 to 240 V).
- · Sensors come with a vandal-resistant polycarbonate viewing window.
- Cover fixed to the base by means of 2 vandal-proof lock screws and lock with special Speedflow wrench.

- **I E COMPONENTS AND MATERIALS**
- Fully adjustable (2" 8") IR electronic detection sensor by means of a potentiometer.
- · Automatic disconnection system after 30 seconds of continuous use.
- · Heating element with a self-resettable safety cut-out. It can be switched off manually with an ON/OFF micro switch located on the electronic board.
- Aluminum centrifugal double asymmetrical inlet fan wheel.
- · Fire resistant plastic UL 94-V0 fan scroll.

I I TECHNICAL SPECIFICATIONS

- UL and CSA approved
- · Optional odor neutralizer tablet for a cleaner and more pleasant atmosphere in the washroom.

M17A-UL · M17AF-UL · M17AB-UL · M17AC-UL · M17ACS-UL

4" 11 1/2" 180 - 850W Estimated drying time 10-12 seconds Total Power: 100 mm 290 mm 100-120 V; 208V; 220-240 V 500 W Heating Element: 50/60 Hz Protection level IP23 Frequency H. Element OFF: 2.5 - 3.5 A Power Consumption Effective airflow 20 - 27 CFM H. Element ON: 4.8 - 7 A ШШ 2 Air temp (at 4" distance/77°F) Electrical insulation Class I (ground required) 93° - 103°F 267 , 10 Motor Powe 350 W 11-1/2"x 10 5/8"W x 4" Dimensions All: 8.4 Lbs 23,000 - 32,000 rpm Weight M17AF-UL: 1 1 Air speed: 250 mph Noise level 57-65 dBA



DATA SHEET speedflow[®]plus

M17A-UL / M17AB-UL / M17AC-UL / M17ACS-UL / M17AF-UL

General Description

- Warm air high speed hand dryer recommended for very high traffic areas.
- Surface mounted ADA-compliant.
- Maximum robustness and vandal-proof.
- Energy efficient, it only consumes 2.8 watts per drying cycle.
- Building Green Approved & offering LEED Credits.
- HEPA filter medium cartridge which filters solid particles in suspension, improving air guality.
- Universal voltage.

Components & Materials

- M17A-UL: 1/16" (1.5 mm) thick one-piece steel cover; white epoxy finish
- M17AB-UL: 1/16" (1.5 mm) thick one-piece steel cover; black epoxy finish
- M17AC-UL: 1/16" (1.5 mm) thick one-piece stainless steel cover; bright finish
- M17ACS-UL: 1/16" (1.5 mm) thick one-piece stainless steel cover; satin finish
- M17AF-UL: 3/16" (4.5 mm) thick one-piece cast iron cover, white porcelain finish
- MOTOR: High pressure class F, with self-resettable safety cut-out and adjustable speed between 23,000 and 32,000 rpm. This regulation is carried out manually by means of a potentiometer located on the electronic board to adjust the power consumption of the dryer. The motor has been configured to have a smooth start to extend its life.
- ELECTRONIC DETECTION SENSOR: by infrared beam with detection distance adjustable by potentiometer between 2" and 8". It incorporates a safety system that detects any fixed target and makes hand dryer stop automatically in case a fixed object is placed in front of the sensor. In addition it has an automatic disconnection system of the unit after the 30 seconds of continuous use of the drver.
- 500 W HEATING ELEMENT: with a self-resettable safety cut-out. It can be switched off manually with an ON/OFF micro switch located on the electronic board, allowing to regulate the power consumption of the hand dryer.
- BASE PLATE: made of aluminum, it incorporates acoustic dampening elements (silent-blocks) for the suppression of mechanical vibrations.
- FAN SCROLL: made with Polyamide 6 (PA 6) incorporating a flame retardant additive (UL 94 V0) that increases the resistance to plastic ignition and once ignited reduces the rate of flame propagation.
- HEPA FILTER MEDIUM CARTRIDGE: Filters solid particles in suspension, significantly improving air guality. This filter traps micro particles in the air such as pollen, dust mites, fungi, tobacco smoke, etc...
- ODOR NEUTRALIZER TABLET: an optional odor neutralizer tablet for a cleaner and more pleasant atmosphere in the bathroom is available (Code RCPOM14).
- WALL FIXING ELEMENTS: stainless steel screws for brick wall with their corresponding plastic plugs are provided with the hand dryer.

Technical Specifications

ltage - 100-120V; 208V; 220-240V Total power - 180- 850 W			
Frequency - 50/ 60 Hz	Motor Power - 350 W		
Insulation - Grounding required (Class I)	Heating element: 0 or 500W		
Dimensions M17A/AC/AB/ACS 10 1/2"H x 11 1/2"W x 4"D M17AF 10-5/8"H x 11-5/8"W x 4"D	Consumption H. Element OFF: 2.5 - 3.5A H. Element ON: 4.8 - 7A		
Weight - M17A/AC/AB/ACS - 8.4 Lbs. M17AF - 15,65 Lbs.	r.p.m 23,000-32,000 rpm		
Effective airflow - 20-27 CFM	Air temperature - (at 4″ distance/ T amb. 77 °F) 93-109 °F		
Max air velocity - 250 mph/ 22,000 LFM	Drying time - 10 - 12 sec		
Protection level - IP23	Noise level (at 79″) - 57 - 65 dBA		













Operation

Place hands under the air outflow valve. The dryer will start automatically, and go on with no interruption as long as the hands are kept in the detection range of the sensor. The appliance will stop 2 seconds after the hands are removed from the airflow.



Saniflow Corp reserves the right to make changes and/or modifications to the products and their specifications without warning or notice.





code

steel

finish white epoxy

code

M17A-UL

material





M17AB-UL material

steel finish black epoxy

M17AC-UL

material stainless steel AISI 304 finish bright

code M17ACS-UL

material

AISI 304

finish

satin

code

material cast iron finish

stainless steel

M17AF-UL

white porcelain enamelled coating

Installation

Verify all rough-in dimensions prior to installation. Hand dryers require a dedicated circuit and must be properly grounded. A GFCI (Ground fault circuit interrupter) is recommended. One side of dryer should be mounted to a stud.

Certificates & Qualifications

Unit shall be UL and CSA approved, according to UL 499; CSA C22.2 Standards and Building Green Approved. UL and CSA approved according to UL 499 and CSA C22.2 Standards.

N° dryers to be fitted

- In toilet areas with a normal frequency of use and only one wash-basin: 1 dryer.
- In toilet areas with a normal frequency of use and more than one wash-basin: 1 dryer for each 2-3 wash-basins.
- 1 row of 4 wash basins: 2 dryers; 1 row of 6 wash basins: 3 dryers; 1 row of 8 wash basins: 4 dryers.
- In toilet areas with high traffic and more than one wash-basin: 2 dryers for each 3 wash-basins.
- 1 row of 4 wash basins: 3 dryers; 1 row of 6 wash basins: 4 dryers; 1 row of 8 wash basins: 5 dryers.

Ideal location

Between the wash-basin and exit. It is not recommended to install dryer between wash-basins, next to urinals, lavatories and showers. If installing automatic dryers over marble surface or ledge, the minimum distance from the dryer to the ledge must be 15-3/4". It is recommended that hand dryers be distributed throughout the washroom area to avoid overcrowding.

Guide Specification

Surface-mounted ADA compliant hand dryer shall have a 1/16" thick steel cover with white epoxy finish (M17A-UL), or a 1/16" thick steel cover with black finish (M17AB-UL), or a 1/16" thick stainless steel cover with bright finish (M17AC-UL), or a 1/16" thick stainless steel cover with satin finish (M17AC-UL), or a 3/16" thick cast iron with white porcelain enamelled coating (M17AF-UL). Hand dryer shall include aluminum base plate 1/8" thick, infrared sensor adjustable (2" to 8") via potentiometer , universal brush motor fully adjustable (23,000-32,000 RPM) via potentiometer as well and HEPA filter medium cartridge which filters solid particles in suspension, significantly improving air quality. Dryer shall operate at 57-65 dBA while delivering 20-27 CFM of air at 109 °F (42°C) and 250 mph as maximum air velocity (Max - 22,000 LFM) during user controlled drying cycle. Dryer shall have a total power of 180 - 850 W with a consumption of 2.5 - 7 A. Heating element made of Ni-Cr and with a self-resettable safety cut-out. It can be switched off manually "ON / OFF" micro-switch located on the electronic board, allowing to regulate the power consumption of the hand dryer. In case of motor failure the heating element is immediately switched off automatically.

Unit shall be UL and CSA approved, according to UL 499, CSA C22.2 standards, and Building Green Approved.

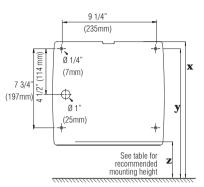
Overall dimensions:

M17A, M17AB, M17AC, M17ACS: 10 1/2"H x 11 1/2"W x 4"D (270mm x 290 mm x 100 mm) M17AF: 10-5/8"H x 11-5/8"W x 4"D (270 mm x 295 mm x 102 mm)

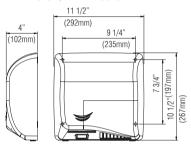
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Recommended heights from floor	Ń	Ţ.	Ì	
	Male	Female	Child	Disabled
x To top of machine	56" / 142 cm	54" / 137 cm	46" / 117 cm	48" / 122 cm
y To mounting bracket screw	55″ / 140 cm	53″ / 135 cm	45" / 115 cm	47" / 120 cm
z To sensor top	46" / 117 cm	44" / 112 cm	36″ / 92 cm	38″ / 97 cm

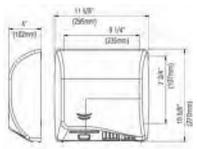
MOUNTING



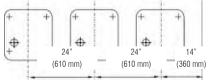
M17A-UL/M17AB-UL/ M17AC-UL/M17ACS-UL



M17AF-UL



Serial mounting

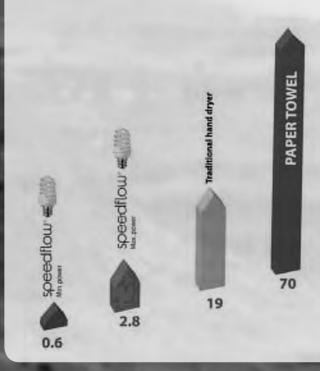


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Saniflow Corp reserves the right to make changes and/or modifications to the products and their specifications without warning or notice.

For further info please contact SANIFLOW on: Toll free: **1-877-222-9125** or visit our website at **www.saniflowcorp.com** Tel: +1 (305) 424 2433 Fax: +1 (305) 424 2435 · **sales@saniflowcorp.com** The new generation of **SPEEDFLOW** [•] hand dryers is quicker, more hygienic, more comfortable, quieter and more energy-efficient, providing a unique experience in the hand drying field.

CONSUMPTION IN WATTS HOUR PER DRYING CYCLE







speed

Adjustable energy

level and drying

consumption, noise

time, consequently.

HEPA filter medium

Cleans the air

stopping the

particles of dirt,

pollen, etc. Fresh

and particle-free air.

dust, bacteria,

Minimum consumption Between 0.6 and 2.8 W/h per drying cycle and 0.4 W in stand-by. One of the lowest in the market.

HYGIENE



Automatic activation The user does not need to touch the hand dryer, which helps prevent crosscontamination, improving hygiene and asepsis.



Heating element with ON/OFF microswitch Placed in the electronic circuit board, makes it possible to activate/ deactivate the heating element.

Odor neutralizer tablet For a more pleasant atmosphere in the washroom. COMFORT



Heating element Energy saving (only 500W), to ensure maximum comfort when drying hands.

SAFETY



Fixed-target detection If a static object is detected by the sensor, the hand dryer automatically stops after 3-5 seconds as a security measure.

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ent Quiet. 57 dBA (only Thanks to the acoustic dampening nfort elements used and hands. a better-balanced mechanically motor, among others.

Air curtain drying A well-designed air outlet blows air caressing and drying hands thanks to a btor, pleasant air curtain.





 Automatic safety
 Visconstruction

 cut-out
 lc

 After 30" of
 T

 continuous use, the
 is

 hand dryer switches
 al

 off automatically.
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Vandal-proof locking system The metal casing is fixed to the aluminium base plate by means of 2 vandal-proof screws.

Air quality and noise pollution improvement thanks to its new filter and inner design



The new **SPEEDFLOW**[®] comes as standard with a cartridge that holds an HEPA filter medium that filters suspended solid particles (pollen, dust mites, cigarette smoke, etc.), notably improving the air quality.

Furthermore, this cartridge also contains and activated carbon filtering medium that neutralizes odours and absorbs fumes and gases, helping avoid bad odours.



The new **SPEEDFLOW**[®] is much quieter thanks to:

- The acoustic dampening elements used for fixing the nozzle to the base plate and also in the motor bracket.
- A inner nozzle design which minimizes the pressure drop and the turbulences, reducing the noise level consequently.
- The air outlet geometry minimizing unwanted acoustic effects .
- A motor with a built-in fan, better-balanced mechanically, reducing the vibrations transmitted to its supports

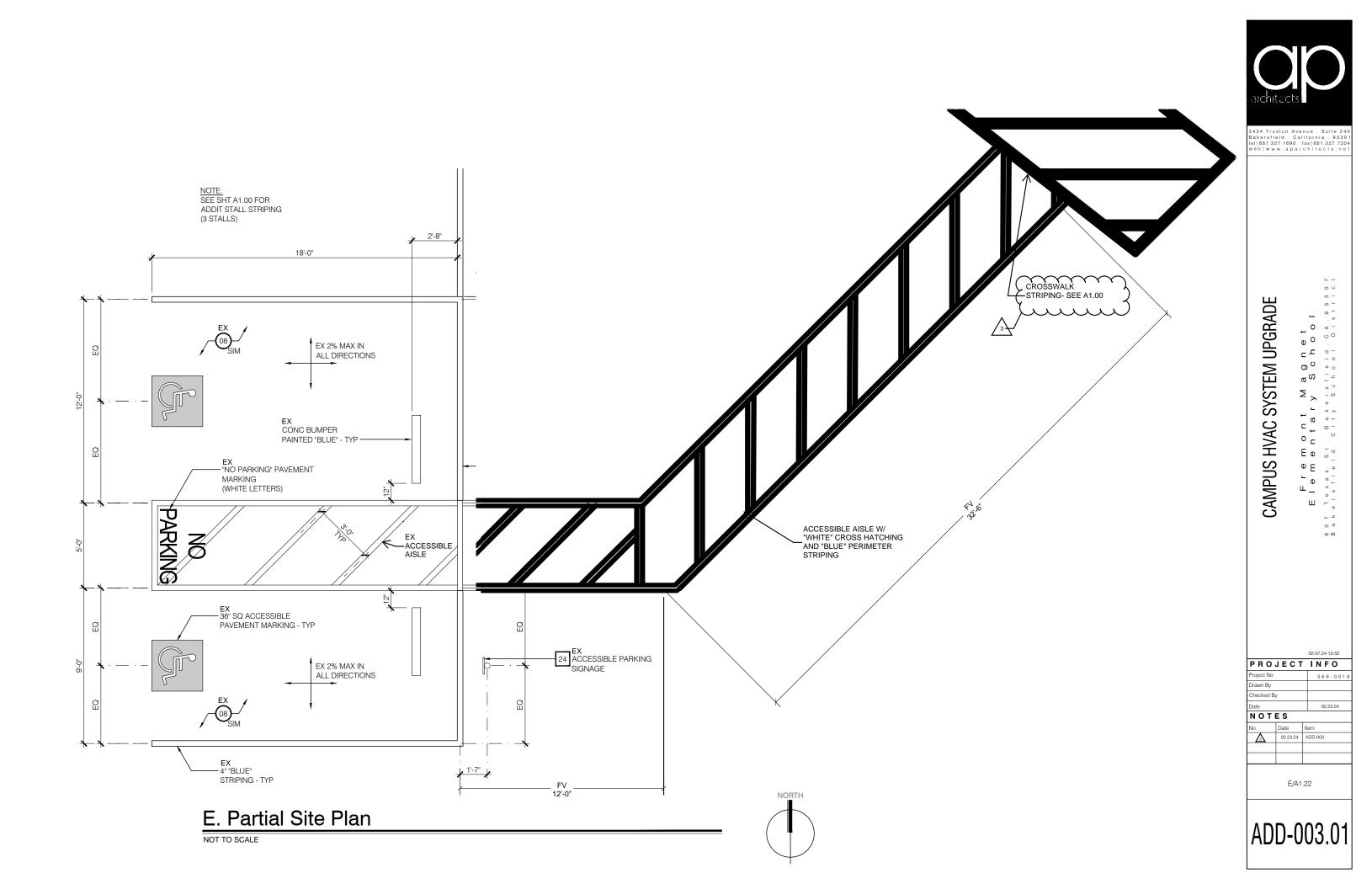




BAKERSFIELD CITY SCHOOL DISTRICT FREMONT ELEMENTARY SCHOOL DISTRICT

CAMPUS HVAC SYSTEM UPGRADES

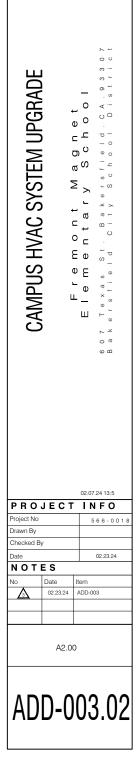
ADD3 DRAWING REVISIONS



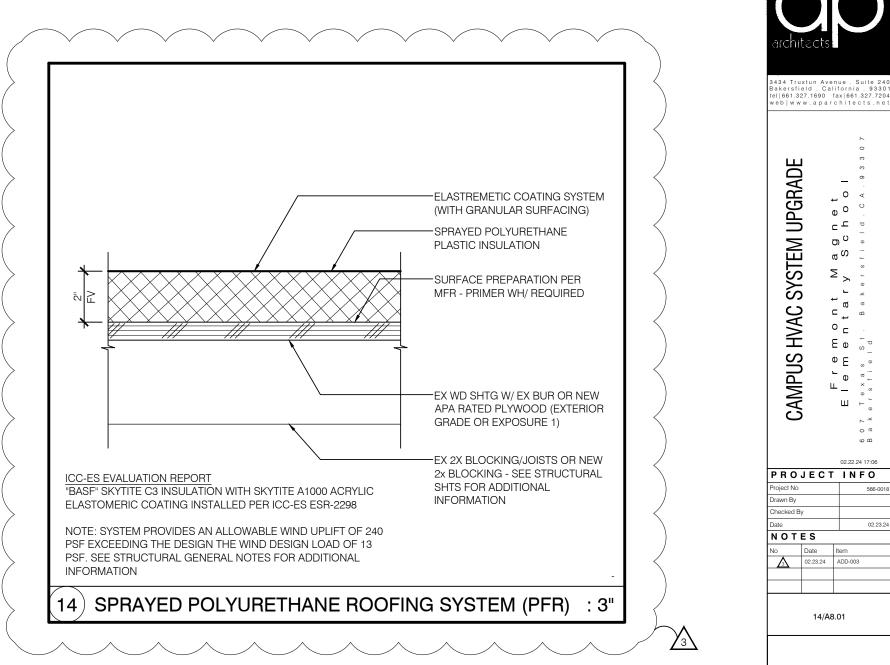
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R19	CLASSROOM	1	С	1	С	2	A	2	A	2	A	2	A	-	-	В	CARPET TILE OVER 1/4" TH UNDRELAYMENT HEAVY DUTY CPT TILES AT DOOR WAY - SEE FLOOR PLAN (6' x 6')
R20	CLASSROOM	\downarrow 1	$\downarrow^{\rm C}_{\rm C}$	\bigcup_{1}	\sum_{c}	2	\sum_{A}	2		2	A	2	A		-	В	CARPET TILE OVER 1/4" TH UNDRELAYMENT HEAVY DUTY CPT TILES AT DOOR WAY - SEE FLOOR PLAN (6' x 6')



3434 Truxtun Avenue . Suite 240 Bakersfield . California . 93301 tel|661.327.1690 fax|661.327.7204 web|www.aparchitects.net







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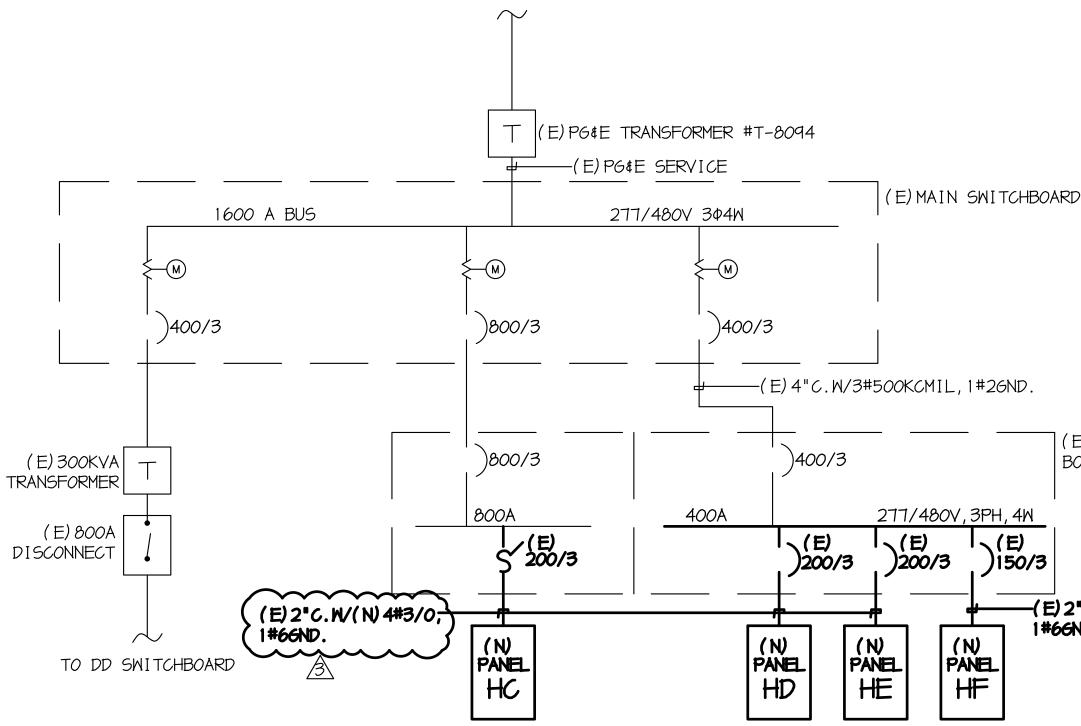
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SINGLE LINE DIAGRAM



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CAMPUS HVAC SYSTEM UPGRADE

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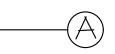
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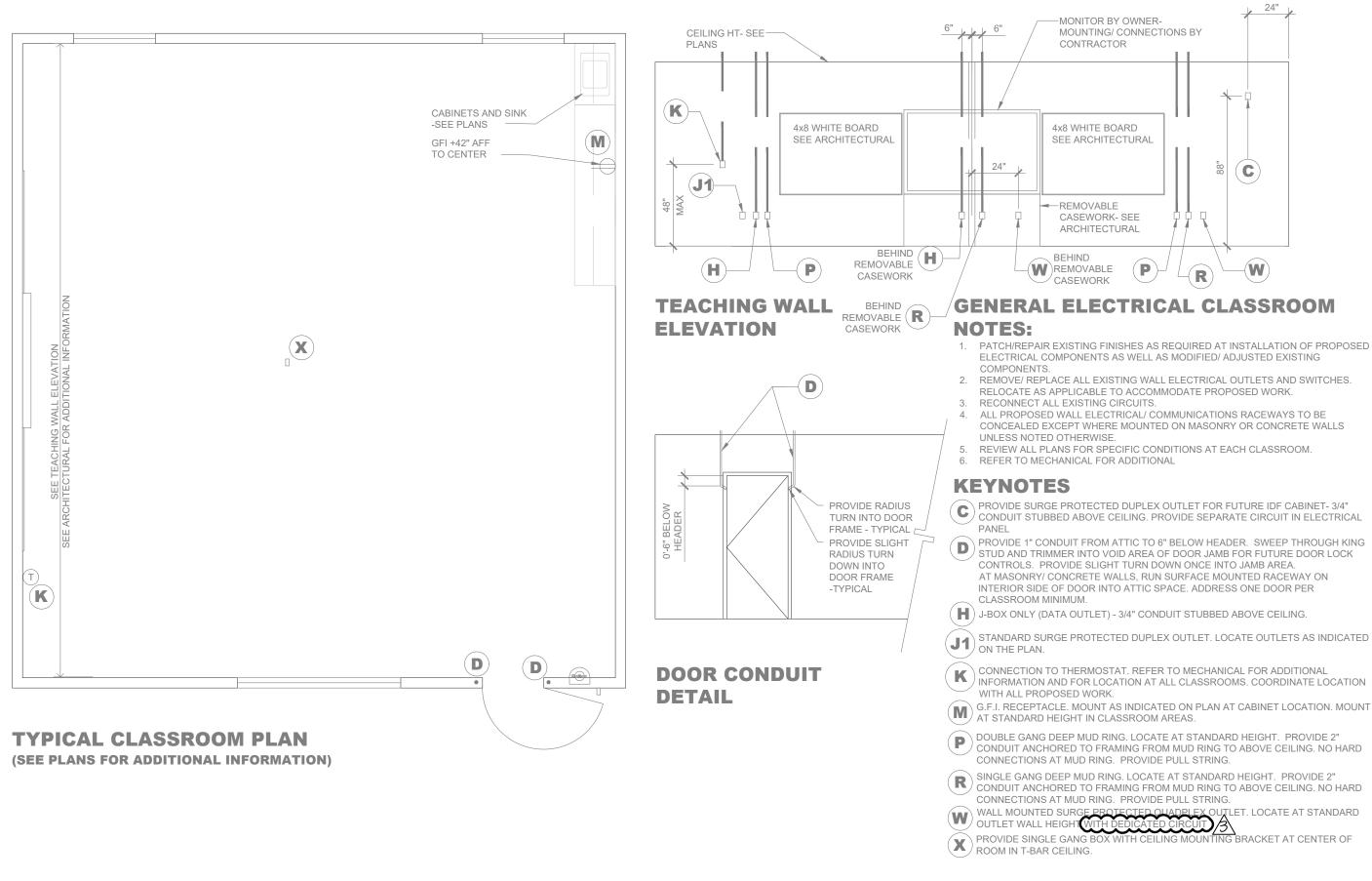
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(E) DISTRIBUTION BOARD "DP-2"

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TYPICAL CLASSROOM DETAIL

