

BID FORM AND PROPOSAL

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

From: WESTERN BUILDING MATERIALS CO.
(Proper Name of Bidder)

Bid Package: BP-03 ACOUSTICAL CEILING

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 for the following projects known as:

**William Penn Elementary School Modernization - 22217.00-36-
HVAC / DSA # 03-122918**

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

<p>ONE HUNDRED SIXTY THREE THOUSAND THREE HUNDRED ^{00/100} 00 DOLLARS \$ <u>163,300.00</u></p> <p>BASE BID</p> <p>Bidder acknowledges and agrees that Base Bid accounts for any and all Allowance(s)</p>
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Additive/Deductive Alternates: None

1. 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.
2. 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.
3. 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.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

5. 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.
6. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
 - Russia Sanctions Compliance Certification
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>02/24/2024</u>	No. <u>4</u> , Dated <u>04/06/2026</u>
No. <u>2</u> , Dated <u>03/17/2024</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>04/01/2026</u>	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a _____ license.
9. 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.
10. 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.
11. 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
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 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.
13. 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.
14. 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.

- 15. 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.
- 16. 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.
- 17. 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 6TH day of APRIL 20 20

Name of Bidder: WESTERN BUILDING MATERIALS CO.

Type of Organization: CORPORATION

Signature: *Darin Lake*

Print Name: DARIN LAKE

Title: VICE PRESIDENT

Address of Bidder: 4620 E. OLIVE AVENUE, FRESNO, CA. 93702

Taxpayer Identification No. of Bidder: 94-1646921

Telephone Number: 559-454-8500

Fax Number: 559-454-0755

E-mail: darin@wbmco.com Web Page: _____

Contractor's License No(s): No.: 248608 Class: B,C2,C-61/D28 Expiration Date: 04/30/2027

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003005

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Western Building Materials Co., Inc., as Principal ("Principal"),
and The Hanover Insurance Company, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Bakersfield City School District ("District") of Kern
County, State of California, as Oblige, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

ten percent of amount bid*** Dollars (\$ 10% of amount bid***)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: William Penn Elementary School ("Project" or "Contract").
Modernization - BP-03 - Acoustical Ceilings

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Oblige becoming effective, or if
the Principal shall fully reimburse and save harmless the Oblige from any damage
sustained by the Oblige through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Oblige becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within fourteen (14) days of the date of the District's Notice of
Award to Principal.

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 26th day of March, 2026.

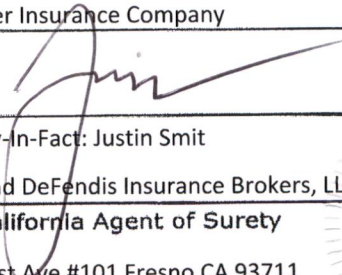
Western Building Materials Co., Inc.

Principal

By 

The Hanover Insurance Company

Surety

By Attorney-in-Fact: Justin Smit 

DiBudo and DeFendis Insurance Brokers, LLC

Name of California Agent of Surety

6873 N West Ave #101 Fresno CA 93711

Address of California Agent of Surety

559-432-0222

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On 3/26/26 before me, Roberta Voss Notary Public
(insert name and title of the officer)

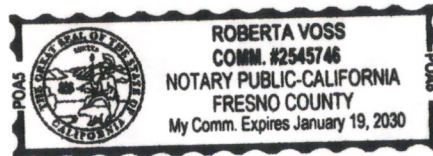
personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Roberta Voss

(Seal)



ROBERTA VOSB
COMM. #2842748
NOTARY PUBLIC CALIFORNIA
FRESNO COUNTY
My Comm. Expires January 18, 2030



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Matthew DeFendis, Justin Smit and/or Roberta Voss

Of DiBuduo & DeFendis Insurance Brokers, LLC of Fresno, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed One Hundred Million and No/100 (\$100,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:


RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

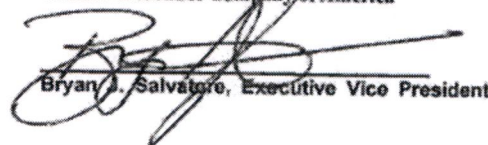
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 7th day of January 2026



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

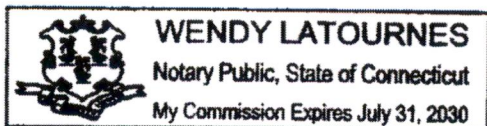

James H. Kawiecki, Vice President

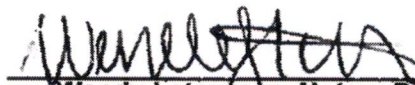
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Bryan J. Salvatore, Executive Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss.

On this 7th day of January, 2026 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

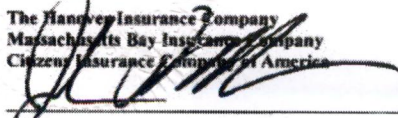



Wendy Latournes, Notary Public
My commission expires, July 31, 2030

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of March, 2026

CERTIFIED COPY


John Rowedder, Vice President

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

**William Penn Elementary School Modernization - 22217.00-36-
HVAC / DSA # 03-122918**

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: NONE

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: NONE

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 4/6/26

Proper Name of Bidder: WESTERN BUILDING MATERIALS CO.

Signature: *Darin Lake*

Print Name: DARIN LAKE

Title: VICE PRESIDENT

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the VICE PRESIDENT of WESTERN BUILDING MATERIALS CO., the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/6/26,
[Date]

at FRESNO, CA.
[City] [State]

Date: 4/6/26

Proper Name of Bidder: WESTERN BUILDING MATERIALS CO.

Signature: *Darin Lake*

Print Name: DARIN LAKE

Title: VICE PRESIDENT

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: **William Penn Elementary School Modernization - 22217.00-36-HVAC / DSA # 03-122918** between the Bakersfield City School District ("District") and WESTERN BUILDING MATERIALS CO. ("Contractor" or "Bidder") ("Contract" or "Project").

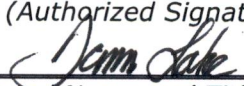
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete **OPTION 1**, check the corresponding box **and** complete the certification below. To complete **OPTION 2**, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) WESTERN BUILDING MATERIALS CO.	Federal ID Number (or n/a) 94-1646921
By (Authorized Signature) 	
Printed Name and Title of Person Signing DARIN LAKE, VICE PRESIDENT	Date Executed 4/6/26

END OF DOCUMENT

RUSSIA SANCTIONS COMPLIANCE CERTIFICATION

PROJECT/CONTRACT NO.: **William Penn Elementary School Modernization - 22212.00-36-HVAC / DSA # 03-122918** between the Bakersfield City School District ("District") and WESTERN BUILDING MATERIALS CO. ("Contractor" or "Bidder")


On March 4, 2022, the Governor of California issued Executive Order N-6-22, regarding U.S. economic sanctions against Russia and Russian entities and individuals. As verification of its compliance with the Executive Order N-6-22, as well as applicable federal and state law, Contractor hereby certifies the following with respect to all economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "economic sanctions"):

1. Contractor is not the target of economic sanctions.
 2. Contractor is in compliance with all economic sanctions.
- (Check if applicable – Bid is \$5 million or more) Pursuant to Executive Order N-6-22, if the Contract(s) value is/are \$5 million or more, then Contractor hereby agrees to formally report to the District regarding:
- A. Contractor's compliance with the relevant economic sanctions.
 - B. Steps Contractor has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Contractor acknowledges and accepts that failure to complete one of the reporting requirements described above, or determination by the District, at its sole discretion, that Contractor is a target of relevant economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, may be grounds for termination of the Contract.

Certification:

I, the authorized representative for WESTERN BUILDING MATERIALS CO., certify that I am duly authorized to execute this certification, and the Contractor identified below has conducted a good faith review of existing contracts. I further certify and attest that the Contractor is not a target of economic sanctions, and that the Contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by Executive Order N-6-22 and under state law, if any.

Date: 4/6/20
Proper Name of Contractor: WESTERN BUILDING MATERIALS CO.
Signature: 
Print Name: DARIN LAKE
Title: VICE PRESIDENT

END OF DOCUMENT

WORK SCOPE SUMMARY
BID PACKAGE - 03

ACOUSTICAL CEILINGS

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<u>DIVISION 06 – WOOD, PLASTICS, & COMPOSITES</u>	<u>DIVISION 09 – FINISHES</u>
06 10 00 Rough Carpentry*	09 53 23 Acoustical Tile
	*Incidental to this scope of work

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials, and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS):

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime Contractors prior to performing own work.
3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the District for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.
5. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The District will try to better the bid schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the District. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
6. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while performing critical path activities.

7. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
8. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
9. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift equipment or other apparatus required for the Inspector to safely perform inspection.
10. No signs or advertising of any kind will be permitted on or about the Site.
11. Prime Contractor shall comply with the site logistics plan developed by the District, in coordination with all other Prime Contractors, that indicates areas to be used for lay down of waste bins, contractors parking, vehicular access gates with ingress and egress routes; locations of concrete truck wash out activities; and offloading and hoisting locations etc. There is no material lay down or storage locations onsite, and materials must be delivered when ready for installation.
12. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location off-site throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District may clean up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the District.
13. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the District on a weekly basis. All Prime Contractors are required to address any safety hazards brought up to their attention by the District within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the District of any medium or high-risk activity that is/or will be occurring on a weekly basis.

ACOUSTICAL CEILINGS:

14. Provide all hanger wires and slack safety wires for suspended acoustical ceiling, HVAC grilles, diffusers, lighting, ultraviolet air fixtures, alarm devices, audiovisual devices and other systems requiring hanger wire support from the deck structure where acoustical ceilings are located. Coordinate requirements with other trades. This contractor is responsible for connecting all slack safety wires to items installed by other trades. Coordinate with other trades. Verify that all slack safety wires are connected prior to final installation of ceiling tiles. Remove all unused hanger/slack safety wires that are not used prior to final installation of ceiling tiles.
15. All wires shall have a loop twisted end after installation for protection of workmen below. All Wires shall be bent upwards so that a minimum of 8'-0" of clearance is maintained from floors.
16. Ceiling tiles at the perimeter, exit lights, downlights and alarm devices and HVAC diffusers and grilles may be installed prior to complete installation of all tiles as directed by the District.
17. In the event of a conflict between the finish schedule and the reflected ceiling plan, the more stringent requirement shall apply.
18. Provide all cut-outs or penetrations through the acoustic ceiling for other trades.

19. Provide a single splay wire at all audio/visual devices. Project includes reinstallation of existing ceiling-mounted audio/visual devices. Contractor to review existing site conditions prior to bid to determine extent of work required for installation of these devices.
20. Provide all seismic expansion and separation joints in all ceiling systems as required.
21. Provide all gauged metal angles, clips & supports complete with attachment to deck/overhead structure as indicated in the ceiling drawings/details for complete installation of all ceiling systems.
22. Some field tiles will be left un-installed at valve or damper locations that require access after installation of the ceiling tiles. At end of project, just prior to occupancy, perform a final walk through and place all remaining open tiles, replacing any that are damaged or missing.
23. All attachments are to comply with all codes/regulations and the DSA-approved plans. No deviations from the DSA details will be permitted if a DSA CCD is required and the schedule does not allow for this process.
24. Prime Contractor to inspect all substrate surfaces prior to application of the acoustical ceiling. Prime Contractor will notify Construction Manager in writing of all problems requiring corrective action. Should any unacceptable conditions be discovered due to improper substrate surface construction after the acoustical ceiling application is complete, this Prime Contractor will correct the problem at no additional cost.
25. Prime Contractor is responsible for acquiring any special Cal-OSHA permits for the use of scaffolding, equipment, safety devices, etc. Provide and install any and all necessary scaffolding/access and temporary fall protection including rails, cables etc. per Cal-OSHA requirements. Remove at completion of this bid package.
26. Provide an allowance of 5% of each ceiling tile type to be used as directed by the District for unidentified trade damage during construction. This tile is not part of the extra stock delivered to the Owner and is above and beyond any requirements shown on the plans or specifications for additional or extra stock.
27. Contractor will protect floor finishes per Contract Documents & Finish Schedules. All costs associated with any repair of floor finishes related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
28. Provide onsite layout and coordination with Prime Contractors for additional blocking required for completion of this scope of work. Ceiling details indicate additional blocking may be required for suspended ceiling attachments and slack safety wire attachments for items being installed by other trades where the existing structure does not provide suitable attachment points. Layout of this blocking is by this Contractor.
29. Provide "trapeze" installation of suspended ceiling grid, at no additional cost, at locations where overhead obstructions prevent installation of hanger/slack safety wires at specified angles and or spacing, including locations where hanger/slack safety wires are required for items being installed by other trades. Include proposed "trapeze" details in shop drawings during submittal process.
30. Provide an allowance for a stipulated sum/price of **\$15,000.00**. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.

EXCLUSIONS:

- Screw attachment of lighting to suspended ceiling grid (to be performed by Electrical Prime Contractor).