

**BID FORM AND PROPOSAL**

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

From: Proffitt Construction, Inc. dba Superior Construction  
(Proper Name of Bidder)

Bid Package: BP-02 General Trade

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:

**Franklin Elementary School Site Improvements for One (1)  
Modular Building M13 / (4) Classrooms - 22249.00-25-PMC /  
DSA # 03-125605**

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

|                                                                                                                                        |         |                   |
|----------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|
| <u>Six Hundred Seventy Thousand</u>                                                                                                    | dollars | \$ <u>670,000</u> |
| <b>BASE BID</b>                                                                                                                        |         |                   |
| <b>Bidder acknowledges and agrees that Base Bid accounts for any and all Allowance(s)</b> <u>Yes, \$50,000. included in bid above.</u> |         |                   |

**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>7.22.2026</u> | No. _____, Dated _____ |
| No. <u>2</u> , Dated <u>8.19.2026</u> | No. _____, Dated _____ |
| No. <u>3</u> , Dated <u>8.21.2026</u> | No. _____, Dated _____ |

8. Bidder acknowledges that the license required for performance of the Work is a A, B 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.

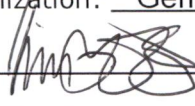
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is familiar with and capable 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 27th day of August 20 26

Name of Bidder: Proffitt Construction, Inc. dba Superior Construction

Type of Organization: General Contractor

Signature: 

Print Name: Tim Proffitt

Title: Vice President

Address of Bidder: 4241 East Brundage Lane, Bakersfield, CA 93307

Taxpayer Identification No. of Bidder: 77-0170250

Telephone Number: 661.588.0552

Fax Number: \_\_\_\_\_

E-mail: tproffitt@BakersfieldBuilder.com Web Page: \_\_\_\_\_

Contractor's License No(s): No.: 609030 Class: A Expiration Date: 1.31.2027

No.: 609030 Class: B Expiration Date: 1.31.2027

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000014365

**BAKERSFIELD CITY SCHOOL DISTRICT**

**BID FORM AND PROPOSAL  
DOCUMENT 00 41 13-3**

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, Proffitt Construction, Inc. dba Superior Constructio, as Principal ("Principal"), and Travelers Casualty and Surety Company of America, 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 Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten percent of the total amount of the bid Dollars (\$ 10% of the total amount of the 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: Franklin Elementary School Site Improvements for one Modular Classroom Building "Project" or "Contract").

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 Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee 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 Obligee 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 3rd day of August, 2026.

Principal



By Tim Proffitt, Vice President

Surety



By Dawn R. Vance, Attorney-in-Fact

Acrisure West Insurance Services, LLC

Name of California Agent of Surety

9201 Camino Media, Suite 250, Bakersfield CA 93311

Address of California Agent of Surety

661-412-9099

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



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **DAWN R VANCE** of **BAKERSFIELD**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

By:

Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, **2031**



Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **August**, **2026**,



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# CALIFORNIA ALL-PURPOSE 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 Kern

On 08/05/2026 before me, Natalie J Moren, Notary Public, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared

Dawn R. Vance  
Name(s) of Signer(s)

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.



Place Notary Seal Above

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

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

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

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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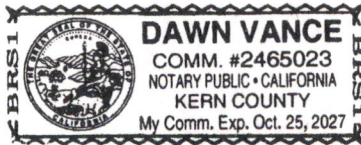
STATE OF CALIFORNIA

County of Kern

On 08/07/2026 before me, Dawn Vance, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Tim Proffitt

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

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

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

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

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

**Franklin Elementary School Site Improvements for One (1)  
Modular Building M13 / (4) Classrooms - 22249.00-25-PMC /  
DSA # 03-125605**

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

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** SEE ATTACHED

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

## SUPERIOR CONSTRUCTION

Project: BCSD - Franklin ES Site Improvements

Bid Package 02

# Attachment to List of Subcontractors

| Subcontractor Name  | Location                         |             | Scope of Work          | CA Cont. Lic # | DIR #      |
|---------------------|----------------------------------|-------------|------------------------|----------------|------------|
| H&H Survey          | 13061 Rosedale Highway Ste G 197 | Bakersfield | Survey                 | PLS7931        | 1000005543 |
| Nagle Earthworks    | 831 Espee St.                    | Bakersfield | Earthwork              | 861047         | 1000008414 |
| Cali Concrete       | 117 Mugsy Ave                    | Bakersfield | Concrete               | 778974         | 1000000507 |
| San Joaquin Fence   | 1933 E. California Ave.          | Bakersfield | Fencing                | 1095547        | 1001016552 |
| JS Garden Works LLC | 2494 E. Brundage Ln.             | Bakersfield | Landscape & Irrigation | 984164         | 1000046404 |
| Wm Saleh            | 2361 Cepheus Ct                  | Bakersfield | Painting               | 268108         | 1000001869 |

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: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

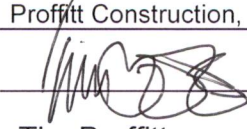
CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: August 27, 2026

Proper Name of Bidder: Proffitt Construction, Inc. dba Superior Construction

Signature: 

Print Name: Tim Proffitt

Title: Vice President



END OF DOCUMENT

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

The undersigned declares:

I am the Vice President of Proffitt Construction, Inc. dba Superior Construction, 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 August 27, 2026,  
[Date]

at Bakersfield, CA.  
[City] [State]

Date: August 27, 2026

Proper Name of Bidder: Proffitt Construction, Inc. dba Superior Construction

Signature: 

Print Name: Tim Proffitt

Title: Vice President

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: **Franklin Elementary School Site Improvements for One (1) Modular Building M13 / (4) Classrooms - 22249.00-25-PMC / DSA # 03-125605**  
 between the Bakersfield City School District ("District") and Proffitt Construction, Inc. dba Superior Construction ("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.



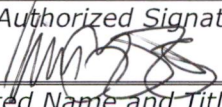
**OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) 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)                                         | Federal ID Number (or n/a) |
| Proffitt Construction, Inc. dba Superior Construction                               | 77-0170250                 |
| By (Authorized Signature)                                                           |                            |
|  |                            |
| Printed Name and Title of Person Signing                                            | Date Executed              |
| Tim Proffitt, Vice President                                                        | August 27, 2026            |

END OF DOCUMENT

**RUSSIA SANCTIONS COMPLIANCE CERTIFICATION**

PROJECT/CONTRACT NO.: **Franklin Elementary School Site Improvements for One (1) Modular Building M13 / (4) Classrooms - 22249.00-35-PMC / DSA # 03-125605** between the Bakersfield City School District ("District") and Proffitt Construction, Inc. dba Superior Construction ("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.

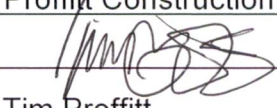
Contractor acknowledges and accepts that failure to complete one of the reporting requirements described above, or determination by the District, at its sole discretion, that Contractor is a target of relevant economic sanctions or is conducting prohibited transactions with sanctioned individuals or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

**Certification:**

I, the authorized representative for Proffitt Construction, Inc. dba Superior Construction, 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: August 27, 2026

Proper Name of Contractor: Proffitt Construction, Inc. dba Superior Construction

Signature: 

Print Name: Tim Proffitt

Title: Vice President

END OF DOCUMENT

**BAKERSFIELD CITY SCHOOL DISTRICT  
SITE IMPROVEMENTS FOR ONE (1) MODULAR BUILDING - MIB  
AT FRANKLIN ELEMENTARY SCHOOL  
BAKERSFIELD, KERN COUNTY, CALIFORNIA**

BID OPENING:  
August 27, 2026 at 2:00pm

Job No. 1348.1  
Appl. No. 15-6  
File No. 03-125605

**ADDENDUM NO. #01**  
**NOTICE TO CONTRACTORS FIGURING THIS WORK**

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You are hereby notified of the following changes in the plans and specifications, which shall take precedence over anything to the contrary therein.

---

- 1-1) Refer to DSA Approved Project Manual, INDEX, DIVISION 00 PROCUREMENT & CONTRACTING REQUIREMENTS;
- a. DELETE: DIVISION 00 in it's entirety.
  - b. ADD: DIVISION 00 as attached to this Addendum.
  - c. ADD: To Division 00, Section 00 01 20 LIST OF SCHEDULES, Item #2 as follows:
    - 2. Bid Timeline Schedule as attached to this Addendum.
- 1-2) Refer to DSA Approved Project Manual, INDEX, DIVISION 01 GENERAL REQUIREMENTS;
- a. DELETE: DIVISION 01 in it's entirety.
  - b. ADD: DIVISION 01 as attached to this Addendum.

**CONFORMANCE WITH SPECIFICATIONS**

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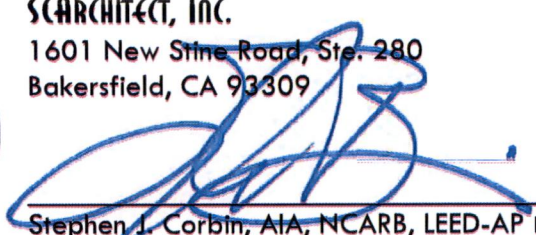
All work shall be in conformance with the specifications as they apply to work of a similar nature.

---



**SCARCHITECT, INC.**

**1601 New Stine Road, Ste. 280  
Bakersfield, CA 93309**

  
Stephen J. Corbin, AIA, NCARB, LEED-AP BD+C  
Architect

X 

Darrell Ward / Division Manager

**BAKERSFIELD CITY SCHOOL DISTRICT  
SITE IMPROVEMENTS FOR ONE (1) MODULAR BUILDING - M13  
AT FRANKLIN ELEMENTARY SCHOOL  
BAKERSFIELD, KERN COUNTY, CALIFORNIA**

BID OPENING:  
August 27, 2026 at 2:00pm

Job No. 1348.1  
Appl. No. 15-6  
File No. 03-125605

**ADDENDUM NO. #02**  
**NOTICE TO CONTRACTORS FIGURING THIS WORK**

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You are hereby notified of the following changes in the plans and specifications, which shall take precedence over anything to the contrary therein.

---

- 2-1) Refer to DSA Approved Drawings, Sheet No. A2 PARTIAL SITE PLAN & DETAILS, (A) PARTIAL SITE PLAN;
- a. ADD: AC Paving and V-gutter at West side of Building M-13 as indicated per attached Drawing No. 01.
  - b. ADD: Concrete walk at South side of Buildings (E) M11 and (E) M12 to (E) concrete walk between (E) Bldg "H" and (E) Bldg "I" as indicated per attached Drawing Nos. 01 and 02.
  - c. ADD: AC Paving at North and West sides of Building (E) R1 as indicated per attached Drawing No. 02.
  - d. ADD: Trench drain at Northwest corner of Building M13 as indicated per attached Drawing No. 01.
  - e. ADD: AGG Base behind Building M-13 as indicated per attached Drawing No. 02.
  - f. ADD: Landscaping, irrigation, concrete curbs and decomposed granite behind Building M-13 as indicated per attached Drawing Nos. 01 and 02. See also Items 2-4) and 2-5) of this Addendum.
- 2-2) Refer to DSA Approved Drawings, Sheet No. C2 GRADING PLAN;
- a. ADD: Grading for items as mentioned in Item 2-1 of this Addendum as indicated per attached Drawing Nos. 03, 04, 05 and 06.
  - b. ADD: Demolition and capping of (E) storm drain as indicated per attached Drawing Nos. 03 and 04.
  - c. ADD: Limits of overexcavation as indicated per attached Drawing No. 03.
  - d. REVISE: Storm drain at West side of Building M13 is (E) as indicated per attached Drawing No. 03.
  - e. ADD: Connect to (E) storm drain at Northeast corner of M-13 as indicated per attached Drawing No. 04. Note: this section of storm drain originally shown in greytone was never installed in Phase I and shall be a part of this Contract as indicated per attached Drawing Nos. 03 and 04.
  - f. ADD: AC Paving at West side of Building M-13 as indicated per attached Drawing No. 03.
  - g. ADD: V-Gutter at West side of Building M-13 as indicated per attached Drawing No. 03. See also Item 2-3)b. of this Addendum.

- 3-6) Refer to DSA Approved Specifications, Division 26 – ELECTRICAL, SECTION 26 01 00 ELECTRICAL SCOPE AND GENERAL REQUIREMENTS;
- a. DELETE: From Part 2 PRODUCTS, ph. 2.01 RACEWAYS, Item C, “and shall have 4” concrete envelope”.
  - b. DELETE: From Part 2 PRODUCTS, ph. 2.01 RACEWAYS, Item F, the word “signal”.
  - c. DELETE: From Part 2 Products, ph. 2.01 Raceways, Item K 1.c) “Any conduit running through planters or unprotected in earth shall be encased in 3” concrete”.
- 3-7) Refer to Addendum No. 01, Item 1-1b., DIV 00 PROCUREMENT AND CONTRACTING REQUIREMENTS, SECTION 00 21 13.1 BIDDER INFORMATION AND FORMS;
- a. DELETE: Work Scope BP-01 OVER-EX & ROUGH GRADING in its entirety.
  - b. ADD: Work Scope BP-01 OVER-EX & ROUGH GRADING as attached to this Addendum.
  - c. DELETE: Work Scope BP-02 GENERAL TRADE in its entirety.
  - d. ADD: Work Scope BP-02 GENERAL TRADE as attached to this Addendum.
  - e. DELETE: From Work Scope BP-03 SITE UTILITIES, Work Scope Note 7 from this Bid Package.
  - f. ADD: To Work Scope BP-03 SITE Work Scope Note 33 as follows:  
33. The Prime Contractor shall provide surveying as it pertains to their Bid Package.

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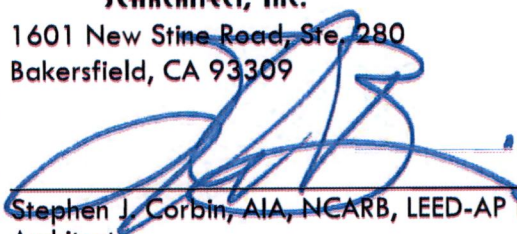
**CONFORMANCE WITH SPECIFICATIONS**

All work shall be in conformance with the specifications as they apply to work of a similar nature.

---



**SCARCHITECT, INC.**  
1601 New Stine Road, Ste. 280  
Bakersfield, CA 93309

  
Stephen J. Corbin, AIA, NCARB, LEED-AP BD+C  
Architect

X 

Darrell Ward / Division Manager

**BAKERSFIELD CITY SCHOOL DISTRICT  
SITE IMPROVEMENTS FOR ONE (1) MODULAR BUILDING - MIB  
AT FRANKLIN ELEMENTARY SCHOOL  
BAKERSFIELD, KERN COUNTY, CALIFORNIA**

BID OPENING:  
August 27, 2026 at 2:00pm

Job No. 1348.1  
Appl. No. 15-6  
File No. 03-125605

**ADDENDUM NO. #03**

**NOTICE TO CONTRACTORS FIGURING THIS WORK**

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You are hereby notified of the following changes in the plans and specifications, which shall take precedence over anything to the contrary therein.

---

- 3-1) Refer to DSA Approved Specifications, INDEX, DIVISION 09 FINISHES;
- a. ADD: Specification Section 09 68 13 TILE CARPETING as attached to this Addendum.
  - b. ADD: Specification Section 09 65 16 RESILIENT FLOORING AND RUBBER TOPSET BASE as attached to this Addendum.
  - c. ADD: Specification Section 09 69 53 DETECTABLE-TACTILE WARNING SURFACES as attached to this Addendum.
- 3-2) Refer to DSA Approved Specifications, INDEX;
- a. ADD: Division 27 Communications.
  - b. ADD: Specification Sections to Division 27 Communications as attached to this Addendum:
    - 27 00 00 Telecommunications Systems General
    - 27 02 58 Communications Pathways
    - 27 10 00 Structured Cabling System
  - c. ADD: Installation Methods and requirements for Audio/Video Equipment and Typical Classroom Layout as attached to this Addendum.
- 3-3) Refer to DSA Approved Project Manual, INDEX, DIVISION 00 PROCUREMENT & CONTRACTING REQUIREMENTS and Addendum No. 01, Item 1-1b., SECTION 00 01 20 LIST OF SCHEDULES;
- a. ADD: Construction Schedule as attached to this Addendum.
  - b. ADD: Phasing Plan as attached to this Addendum.
- 3-4) Refer to DSA Approved Drawings, Sheet No. E2.00 FIRE ALARM SITE PLAN, SYMBOL LEGEND, NOTES AND SCHEDULES, FIRE ALARM SYMBOL SCHEDULE;
- a. REVISE: Fire Alarm exterior speaker (wall mounted) to be GENTEX #GWSPKR in lieu of GENTEX #WSSPKR.
  - b. REVISE: Fire Alarm speaker/strobe (ceiling mounted) to be GENTEX #GSSR in lieu of Hochiki #HSSPKCLPW.
- 3-5) Pre-Bid Questions and Responses;
- a. ADD: Pre-Bid RFI's with responses as attached to this Addendum.

Bakersfield city SCHOOL DISTRICT  
Ste Improvements for One (1) Modular Building - M13  
at Franklin elementary School  
BAKERSFIELD, KERN COUNTY, CALIFORNIA

BID OPENING:  
August 27, 2026 at 2:00pm

Job No. 1348.1  
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**ADDENDUM NO. #01**  
NOTICE TO CONTRACTORS FIGURING THIS WORK

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1-1) Refer to DSA Approved Project Manual, INDEX, DIVISION 00 PROCUREMENT & CONTRACTING REQUIREMENTS;

- a. DELETE DIVISION 00 in it's entirety.
- b. ADD: DIVISION 00 as attached to this Addendum
- c. ADD: To Division 00, Section 00 01 20 LIST OF SCHEDULES, Item #2 as follows:
  - 2. Bid Timeline Schedule as attached to this Addendum

1-2) Refer to DSA Approved Project Manual, INDEX, DIVISION 01 GENERAL REQUIREMENTS;

- a. DELETE DIVISION 01 in it's entirety.
- b. ADD: DIVISION 01 as attached to this Addendum

CONFORMANCE WITH SPECIFICATIONS

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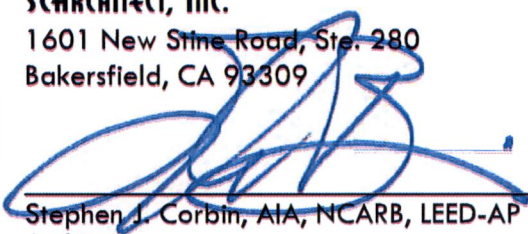
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**SCA Architect, Inc.**

1601 New Stine Road, Ste. 280  
Bakersfield, CA 93309

  
Stephen J. Corbin, AIA, NCARB, LEED-AP BD+C  
Architect

X 

Darrell Ward/Division Manager

7. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security. ✓
  - b. Designated Subcontractors List. ✓
  - c. Non-Collusion Declaration. ✓
  - d. Iran Contracting Act Certification ✓
  - e. Russia Sanctions Compliance Certification ✓
11. Bidders must submit with their bids a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **FOURTEEN (14)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required