Board Office Use: Legislative File Info.			
File ID Number	25- 2139		
Introduction Date	09-24-2025		
Enactment Number	25-1573		
Enactment Date	9/24/2025 os		





Memo

To Board of Education

From Denise Saddler, EdD, Interim Superintendent

Preston Thomas, Chief Systems & Services Officer

Board Meeting Date September 24, 2025

Subject Change Order No. 1, Agreement Between Owner and Contractor – Barth Roofing Company,

Inc. – Emerson Elementary School Roof Replacement Project – Buildings & Grounds

Department

Action Requested Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and

Contractor, by and between the **District** and **Barth Roofing Company, Inc., Tracy, CA,** for the latter to provide repairs to existing roof to include build up ponding areas on the roof, cut pressure treated wood to support pipes, replace current clamps with universal clamps, to hold

pipes in place, as outlined in PCO No. 1 for the Emerson Elementary School Roof

Replacement Project, in the not-to-exceed amount of \$70,380.98, increasing the contract price from \$572,712.00 to \$643,092.98. All other terms and conditions of the Agreement

remain in full force and effect.

Discussion This Change Order is for additional construction services, which include PCO No. 1 to be

approved for various contract changes.

LBP (Local Business Participation Percentage)

0.00%

Recommendation Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and

Contractor, by and between the District and Barth Roofing Company, Inc., Tracy, CA, for the latter to provide repairs to existing roof to include build up ponding areas on the roof, cut pressure treated wood to support pipes, replace current clamps with universal clamps, to hold

pipes in place, as outlined in PCO No. 1 for the Emerson Elementary School Roof

Replacement Project, in the not-to-exceed amount of \$70,380.98, increasing the contract price from \$572,712.00 to \$643,092.98. All other terms and conditions of the Agreement remain in

full force and effect.

Fiscal Impact

Fund 140 Deferred Maintenance

Attachments

Change Order No. 1 and Other Documents

• File ID: 25-0846

• Routing Form





CHANGE ORDER

Owner:

Oakland Unified School District Emerson ES Roof Replacement

Project: School:

Emerson Elementary School

Contractor!

Barth Roofing

Change Order No.

1

Date:

July 24th, 2025

DSA File No.:

DSA Application No.:

OUSD Project #:

70058

Project Manager:

Marcus Board

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORS OR PCOS, AND THE BACKUP DOCUMENTATION FOR THE CORS AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Build up ponding areas on the roof. Cut pressure treated wood to support pipes off the roof and add clamps to hold pipes in place. Replace current clamps with universal clamps. Overtime work for weekends to do roof in CDC area. HVae material for drains, 7 pressure treated blocks.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$\\$70,380,98

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days





Department of Facilities Planning and Management

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):

contingency allowances): \$572,712.00
Prior Change Orders: \$50.00

Total Contract Price Prior to this Change Order \$572,712.00

This Change Order's Adjustment: + \$70,380.98

Adjusted Contract Price (include all special and contingency allowances): = \$643,092.98

Current Change Order's Percentage of Original Contract Price: 12.9%
Total Change Orders' Percentage of Original Contract Price: 12.9%

<u>NOTE:</u> Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

[NOTE TO OWNER: Use one of the two following "Summary of Adjustments to Time for Completion" tables depending on whether the contract requires completion (a) within a specified number of days, or (b) by a specific date.]

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:

Prior change order adjustments to contract time:

+ 0 Calendar Days

This change order's adjustment to contract time:

+ 0 Calendar Days

Adjusted contract time:

= 0 Calendar Days

Start Date per Notice to Proceed:

Completion Deadline Based on Adjusted Contract Time:

June 6th. 2025

August 5th. 2025







The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
Print Name:	Print Name: Shanon Banh	Chief of Systems & Services Officer Date:
Signature:	Signoture:	8/8/25
Date:	Mandlaw Date:	
Approved as to Form: Qames Traber	07/25/2025	
OUSD Facilities Counsel		
8/27/2025 Date:		

339-661/7106099.1

Professional Company of the Company

Division of Facilities Planning and Management 9 955 High Street Oakland, California 94601 9 Phone 510/535-2728 9 Fax 510/535-7040

(Proposed Change Order) No. 1

[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

	Emerson ES Roof Replacement Project Emerson Elementary School LAND UNIFIED SCHOOL DISTRICT R: BARTH ROOFING CO 4384 Pine Haven Ct Tracy, Ca 95304	DATE: JULY 1ST, 2025 DSA FILE NO.: DSA APP NO.: OUSD PROJECT #: 70058 PROJECT MANAGER: Marcus Board
Contractor her not limited to G	eby submits this Change Order Request ("COR' General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7	") pursuant to the contract documents, including bi 7, 8.4.1, and 8.4.2.
documents): B	N OF PROPOSED CHANGES IN WORK (specil uild up ponding areas. POSED CHANGES TO THE CONTRACT: None	
	DJUSTMENT TO CONTRACT PRICE: \$24,37	
REASON FOR _X Un Direct Own Desi Desi	REQUEST (check one or more); foreseen Conditions ction by Government Agency ter Requested gn Omission	

CERTIFICATION

Division of Facilities Planning and Management o 955 High Street Oakland, California 94601 o Phone 510/535-2728 o Fax 510/535-7040

I, Scott Barth, declare the following:

Barth Roofing Co. has contracted with OUSD for Emerson ES Roof Replacement Contract. Barth Roofing Co. has authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated 6/05/25, and requesting \$24,370.76 and I prepared the attached COR. I am the most knowledgeable person Barth Roofing Co. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself Barth Roofing Co.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with Barth Roofing Co. While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Barth Roofing Co. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 1st, 2025, at Oakland, California.

[signature] **S(0++ Banh** [name of declarant]

Approved: Architect of Record	Approved and Agreed: General Contractor Maundana 07/25/2025	Approved and Agreed: Director of Baildings & Grounds Date:
Date:	Date:	Chief Systems & Services Facilities Date: 9/9/25

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535 2728 • Fax 510/535 7040

(Proposed Change Order) No. 2

[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

	nust be included in a Board-app e cannot include a time extensi		ge order – ar	i approved al	lowance
PROJECT:	Emerson ES Roof Replacement Projections Elementary School	ct D	ATE: JULY 1ST	, 202 5	
	LAND UNIFIED SCHOOL DISTRICT R: BARTH ROOFING CO 4384 Pine Haven Ct Tracy, Ca 95304	0	SA FILE NO.: SA APP NO.: SUSD PROJECT ROJECT MANA		3oard
Contractor here not limited to G	eby submits this Change Order Request eneral Conditions sections 4.5.1, 4.5.2,	t ("COR") pursua 7.6, 7.7, 8.4.1, a	nt to the contractand 8.4.2.	t documents, inc	luding but
documents): Cu	OF PROPOSED CHANGES IN WORK ut pressure treated wood to support pipe OSED CHANGES TO THE CONTRACT	es off the roof an	er to attached pa d add clamps to	ages or incorpora hold pipes in pla	ated ace
	DJUSTMENT TO CONTRACT PRICE: DJUSTMENT TO CONTRACT TIME: 0				
X_ Unf Direc Owne Desig	REQUEST (check one or more): oreseen Conditions tion by Government Agency er Requested gn Omission gn Error ::				

CERTIFICATION

Division of Facilities Planning and Management 9 955 High Street Oakland, California 94601 9 Phone 510/535-2728 9 Fax 510/535-7040

J, Scott Barth, declare the following:

Barth Roofing Co. has contracted with OUSD for Emerson ES Roof Replacement Contract. Barth Roofing Co. has authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated 6/05/25, and requesting \$24,370.76 and I prepared the attached COR. I am the most knowledgeable person Barth Roofing Co. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). Lam aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself Barth Roofing Co.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with Barth Roofing Co. While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Barth Roofing Co. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 1st, 2025, at Oakland, California.

[signature]
[name of declarant]

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
	Man Jame	Director of Buildings & Grounds Date:
Date:	Date: 07/25/2025	Chief Systems & Services Facilities Date: 8/8/1/4

Division of Facilities Planning and Management 9 955 High Street Oakland, California 94601 Phone 510/535-2728 Fax 510/535-7040

(Proposed Change Order) No. 3

[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

	Emerson ES Roof Replacement P Emerson Elementary School LAND UNIFIED SCHOOL DISTRIC R: BARTH ROOFING CO 4384 Pine Haven Ct Tracy, Ca 95304	DSA FILE NO.	
	eby submits this Change Order Requenced Conditions sections 4.5.1, 4.	uest ("COR") pursuant to the contract documents, including bu 5.2, 7.6, 7.7, 8.4.1, and 8.4.2.	
DESCRIPTION documents): R	I OF PROPOSED CHANGES IN We eplace with universal clamps	DRK (specifically refer to attached pages or incorporated	
OTHER PROPOSED CHANGES TO THE CONTRACT: None.			
PROPOSED A	DJUSTMENT TO CONTRACT PRIC	CE: \$407.51	
PROPOSED A	DJUSTMENT TO CONTRACT TIME	E: 0 calendar days	
X Un Dired Own Desi Desi	REQUEST (check one or more): foreseen Conditions ction by Government Agency er Requested gn Omission gn Error er:		

Division of Facilities Planning and Management 9 955 High Street Oakland, California 94601 Phone 510/535-2728 Fax 510/535-7040

I, Scott Barth, declare the following:

Barth Roofing Co. has contracted with OUSD for Emerson ES Roof Replacement Contract. Barth Roofing Co. has authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated 6/05/25, and requesting \$407.51 and I prepared the attached COR. I am the most knowledgeable person Barth Roofing Co. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself Barth Roofing Co.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with Barth Roofing Co. While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Barth Roofing Co. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 24th, 2025, at Oakland, California.

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
	Mandan	Director of Buildings & Grounds Date: 8/5/23
Date:	Date: 07/25/2025	Chief Systems & Services Facilities Date: \$ 8 / 25

Division of Facilities Planning and Management © 955 High Street Oakland, California 94601 © Phone 510/535-2728 © Fax 510/535-7040

(Proposed Change Order) No. 4

[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

expenditur	e cannot include a time extension.]	
PROJECT:	Emerson ES Roof Replacement Project Emerson Elementary School	DATE : JULY 24th, 2025
	(LAND UNIFIED SCHOOL DISTRICT R: BARTH ROOFING CO 4384 Pine Haven Ct Tracy, Ca 95304	DSA FILE NO.: DSA APP NO.: OUSD PROJECT #: 70058 PROJECT MANAGER: Marcus Board
	eby submits this Change Order Request ("COR Seneral Conditions sections 4.5.1, 4.5.2, 7.6, 7.	") pursuant to the contract documents, including bu 7, 8.4.1, and 8.4.2.
documents): O	N OF PROPOSED CHANGES IN WORK (specivertime to work weekends in the area the CDC POSED CHANGES TO THE CONTRACT: None	is located.
PROPOSED A	DJUSTMENT TO CONTRACT PRICE: \$8,569	.60
PROPOSED A	DJUSTMENT TO CONTRACT TIME: 0 calend	dar days
Unfo Direct X Ow Desi Desi	REQUEST (check one or more): preseen Conditions potion by Government Agency prer Requested gn Omission gn Error pri	

CERTIFICATION

Division of Facilities Planning and Management ● 955 High Street Oakland, California 94601 Phone 510/535-2728 Fax 510/535-7040

I, Scott Barth, declare the following:

Barth Roofing Co. has contracted with OUSD for Emerson ES Roof Replacement Contract. Barth Roofing Co. has authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated 6/05/25, and requesting \$8,569.60 and I prepared the attached COR. I am the most knowledgeable person Barth Roofing Co. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself Barth Roofing Co.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with Barth Roofing Co. While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Barth Roofing Co. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 24th, 2025, at Oakland, California.

[signature]

Sanh [name of declarant]

Approved:
Architect of Record

Approved and Agreed:
General Contractor

Director of Buildings & Grounds

Date:

Date: 07/25/2025

Date: 97/25/2025

Date: 97/25/2025

Division of Facilities Ptanning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

(Proposed Change Order) No. 5

[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

	Emerson ES Roof Replacement Project Emerson Elementary School AND UNIFIED SCHOOL DISTRICT R: BARTH ROOFING CO 4384 Pine Haven Ct Tracy, Ca 95304	DATE: August 6th, 2025 DSA FILE NO.: DSA APP NO.: OUSD PROJECT #: 70058 PROJECT MANAGER: Marcus Board
Contractor here not limited to G	by submits this Change Order Request ("COR") pueneral Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4	ursuant to the contract documents, including but 4.1, and 8.4.2.
documents): Ma	OF PROPOSED CHANGES IN WORK (specificall aterial for hyac unit drains and pressure treated blocks of the CONTRACT: None.	
	DJUSTMENT TO CONTRACT PRICE: \$1,455.51	
PROPOSED AL	DJUSTMENT TO CONTRACT TIME: 0 calendar d	ays
X Unfo Direct Owne Design	REQUEST (check one or more); preseen Conditions tion by Government Agency or Requested In Omission In Error	

CERTIFICATION

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 Phone 510/535-2728 Fax 510/535-7040

I, Scott Barth, declare the following:

Barth Roofing Co. has contracted with OUSD for Emerson ES Roof Replacement Contract. Barth Roofing Co. has authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated 6/05/25, and requesting \$1,455.51 and I prepared the attached COR. I am the most knowledgeable person Barth Roofing Co. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72. Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself Barth Roofing Co.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with Barth Roofing Co. While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Barth Roofing Co., when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 6th, 2025, at Oakland, California.

[signature]
Scott Banh [name of declarant]

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
	Manstont	Director of Buildings & Grounds Date: 7 25
Date:	Date: 08/01/2.025	Chref Systems & Services Facilities Date: 8/8/25

9/25/2025

Jennifer Brouhard, President, BOE

Denie Gail Sabble

9/25/2025

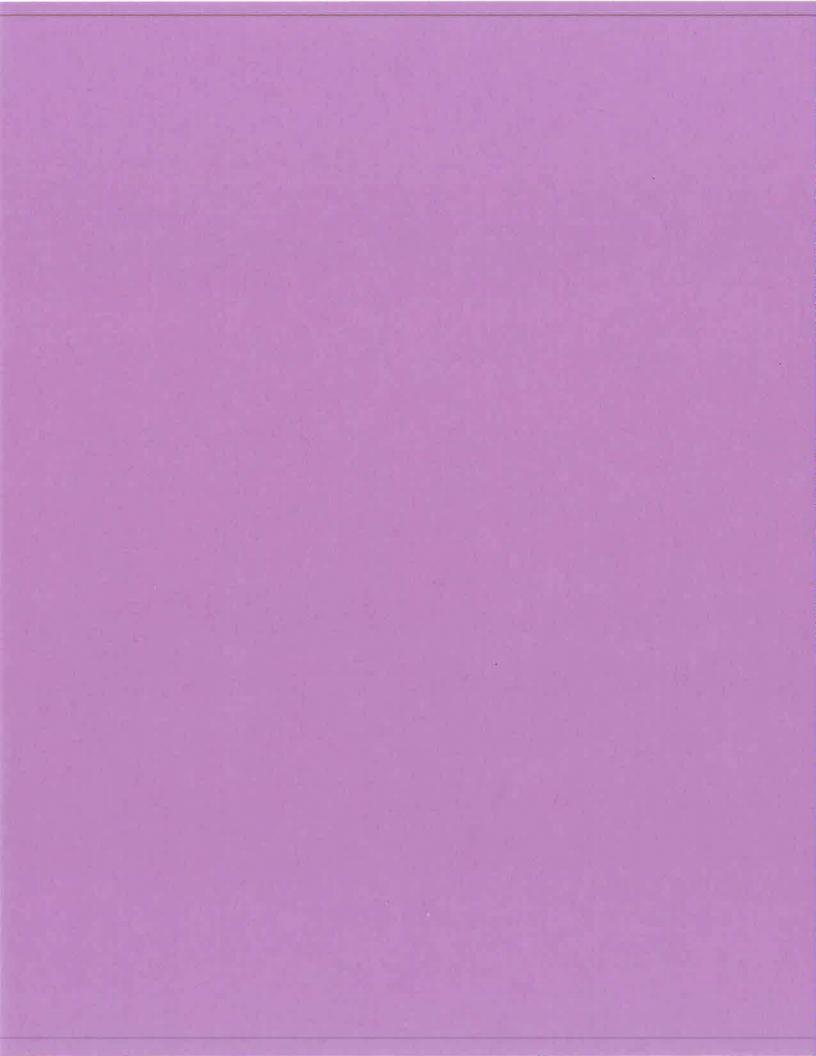
Denise G. Saddler, EdD, Interim Superintendent and Interim Secretary, Board of Education

Submitted by	Barth I	Roofing Co.	Date		0/0/2023
Submitted by	: Scott B	arth	Date		8/6/2025
		Am	ount of this order	\$	1,455.51
Materials: Provide- 3 tax @ 8.75	20' 3/4" pvc lines 100 pieces 2x6 120 piecs 2x6 p 220 sleeper cov	pt used t left	x.80 x 2.42' x 2.42' x1.50	\$ \$ \$ \$	256.00 242.00 290.40 330.00 97.86
cut pvc cor	nduit condensate	lines from HVAC	described below: C units to drains. aps to support pipes		
	R2 PCO#	materials only 6 condensate line	es- (none existing)		
	Oakland Unified So Emerson Elementa				

Accepted by:



						Project l	Information						
Project	Name		Emers	on Elemei	ıtarv S	School Ro	of Replacement	t	Sit	e	115		
1 Toject Italiic Emici 801			y k		Directions		, Sit						
Comico		he nrev	الغوي اممان	the control	t io ou			stared by the Cum	orinto	ndont		ont to	outhority
Services	s cannot	be prov	iaea unui	ine contrac	i is aw		he Board <u>or</u> is en by the Board.	itered by the Sup	erinte	naent	pursu	ant to	authority
Attachm	ent Chec	klist			general liability insurance, including certificates and endorsements, if contract is over \$15,000 compensation insurance certification, unless vendor is a sole provider				5,000				
							r Information						
Contract	tor Name		Porth Doo	fina Compo				ot Chanan Bar	Chaire in Double				
	endor ID	#	009484	fing Compa	my, mc	•	Agency's Conta	Manager					
Street A		TT		ine Haven [)r		City	Tracy		State	CA	Zip	95304
Telepho			209 833-9		71.		Policy Expires	ridoy		riato	0, (<u> </u>	00001
	tor History	,		/ been an O	LISD co	ontractor?	Yes X No	Worked as a	Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD P		/	70058	/ Deen an O	030 0	ווומכוטויי ן		Worked as a	111 000	on emp	лоуее	<u>. </u>	ies 🖂 ivo
003D F	TOJECL#		70036										
				Ter	m of	Original	/Amended C	ontract					
Date V	Vork Wil	l Begin	(i e		Date	Work Will	End By (not more	than 5 years from	start da	te·			
	e date of co		06.	-05-2025			ntracts, enter planne		start da	ιο,	08-05	5-202	5
		•			New	Date of C	ontract End (If A	ny)					
			•		•		,	•		•			
				Com	pens	ation/Re	evised Compe	ensation					
If New	Contrac	t, Total	Contract			If New C	ontract, Total Co	ontract Price (No	ot To				
	(Lump S			\$	l			,			\$		
Pay R	ate Per I	Hour (If H	Hourly)	\$,			n Price			\$70,3	380.9	8
Other Expenses			Requisition Number										
	· ·						Information						
				d a contract u	sing LE		se contact the State	and Federal Office	<u>before</u>				
Resou			ling Source	Org Key						Object	Code		Amount
9914/9073 Deferred 140		d Maint Fd	140-99	914-0-	9073-8500	-6273-115-9880	-9000-9999-999	999	627	73	\$70	0,380.98	
				•								1	
				Appro	val an	d Routing (in order of appro	oval steps)					
			before the co		approv	ed and a Pur	chase Order is issue	ed. Signing this doc	ument a	affirms th	nat to y	our kn	owledge
	Division Head			Phone		510-535-7038		Fax		510-	535-7082		
1.	Director	, Buildin	gs & Ground	ds									
Signature Manager Aug 28, 2025)									
		MARC WHIT		:22:46 PDT)				Date Approved					
2. OUSD Counsel, Facilities Signature James Traber Date Approved 8/27/2025													
								1,2	<u>-</u>				
Chief Systems & Services Officer 3. Signature						Date Approved	Au	g 29, 2	2025				
-	_	Preston		025 00:06:34 PDT)					1	0 , -			
		nancial C	Juicer					1	T				
4.	Signatu							Date Approved					
	Preside	nt, Board	of Education	on									
5.	Signature				Date Approved								



Board Office Use: Legislative File Info.				
File ID Number	25-0846			
Introduction Date	04-23-2025			
Enactment Number	25-0547			
Enactment Date	4/23/2025 os			





Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer

Marc White, Director of Buildings and Grounds Department

Board Meeting Date April 23, 2025

Subject Agreement Between Owner and Contractor – Barth Roofing Company, Inc. – Emerson

Elementary School Roof Replacement Project – Buildings & Grounds Department

Action Requested Approval by the Board of Education of the Agreement Between Owner and Contractor, by

and between the District and Barth Roofing Company, Inc., Tracy, CA, for the

demolition of the existing roofing system and the installation of a new two-ply torch-down roof for the Emerson Elementary School Roof Replacement Project, in the amount of

\$572,712.00, which includes a contingency allowance of \$40,000.00, as the lowest

responsive bidder, with the work anticipated to commence on **June 6, 2025**, and required to be completed within sixty days (60), with an anticipated ending of **August 5, 2025**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22034).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of the Agreement Between Owner and Contractor, by

and between the District and Barth Roofing Company, Inc., Tracy, CA, for the demolition of the existing roofing system and the installation of a new two-ply torch-down roof for the Emerson Elementary School Roof Replacement Project, in the amount of \$572,712.00, which includes a contingency allowance of \$40,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 6, 2025, and required to be completed

within sixty days (60), with an anticipated ending of August 5, 2025.

Fiscal Impact Fund 140 Deferred Maintenance

Attachments • Contract Justification Form

• Agreement, Bonds, and Other Contract Documents

• Certificate of Insurance

• Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No.	<u>25-0846</u>	
Department: <u>Building</u>	gs & Grounds Department	
Vendor Name: <u>Barth l</u>	Roofing Company, Inc.	
Project Name: Emerso	on Roof Replacement	Project No.: <u>70058</u>
Contract Term: Intended	Start: <u>June 6, 2025</u>	Intended End: <u>August 5, 2025</u>
Total Cost Over Contrac	et Term: <u>\$572,712.00</u>	
Approved by: Marc Wh	<u>ite</u>	
Is Vendor a local Oakl	and Business or has it met t	the requirements of the
Local Business Policy?	Yes (No if Unchecked)	
How was this contract	or or vendor selected?	
Barth Roofing Company,	Inc. was selected by the Distric	t as the lowest responsible and responsive bid.
Summarize the service	s or supplies this contractor	r or vendor will be providing.
	, Inc. will demolish existing rentary School Roof Replacem	roofing system, replace, and install a new two-ply torch-down roof ent Project.
Was this contract com	petitively bid? ⊠ Che	ck box for "Yes" (If "No," leave box unchecked)
If "No," please answer the	following questions:	
1) How did you determine	the price is competitive?	

2) Please check the competitive bidding exception relied upon:

Construction Contract:
☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
☐ Completion contract – contact legal counsel to discuss if applicable
☐ Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable
☐ Design-build contract RFQ/RFP process – contact legal counsel to discuss if applicable
☐ Energy service contract – contact legal counsel to discuss if applicable
☐ Other:
Consultant Contract:
☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.)
□ Architect or engineer <i>when state funds being used</i> – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.), and (c) using a competitive process consistent with Government Code §\$4526-4528 (Education Code §17070.50)
☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable
\Box For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
Purchasing Contract:
\square Price is at or under bid threshold of \$114,800 (as of 1/1/25)
☐ Certain instructional materials (Public Contract Code §20118.3)
☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counsel to discuss if applicable
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal counsel to discuss if applicable
☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
☐ Other:
Maintenance Contract:
\square Price is at or under bid threshold of \$114,800 (as of 1/1/25)
☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>
☐ Other:

3) Explain in detail the facts that support the applicability of the exception marked above:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective <u>June 6, 2025</u>, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **Barth Roofing Company, Inc.**, hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Emerson Elementary School Roof Replacement Project at 4803 Lawton Avenue, Oakland, CA

all in strict compliance with the plans, drawings and specifications therefore prepared by

OUSD, 955 High Street, Oakland, CA.,

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software <u>KAHUA, INC.</u> for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or

(b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6**, **2025**, in which case the deadline for Completion would be **August 5**, **2025**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing

another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **FIVE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND NO/100** (\$572,712.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **FORTY THOUSAND DOLLARS AND NO/100 (\$40,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such

payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement

Agreement Between Owner and Contractor Over \$75,000 – Barth Roofing Company, Inc. – Emerson Elementary School Roof Replacement Project - \$572,712.00

which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for

all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to

removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR: BARTH ROOFING COMPANY, INC.; STATE INC.	orporated CA 4384 W. Pine Haven Tracy CA 95304
Signature:	1149 (1 10504
Name: W. Stott Banh	Date: 03 25 2025
(Chairman, Pres., or Vice-Pres. Presiden+	
Signature March Jant	
Name: Manon Banh	Date: 03/25/2025
(Secretary, Asst. Secretary, CFO, or Asst. Treasure) New York	
OAKLAND UNIFIED SCHOOL DISTRICT	4/24/2025
Jennifer Brouhard, President, Board of Education	Date
Maghinere	4/24/2025
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date
M_ Nu	Mar 27, 2025
Marc White, Director, Buildings & Grounds	Date
Approved As To Form:	
ames Traber 03/27/2025	
OUSD Facilities Legal Counsel Date	
760030 CALIFORNIA CONTRACTOR'S LICENSE NO.	
06-30-2025 LICENSE EXPIRATION DATE	
NOTE: Contractor must give the full business add	ress of the Contractor and sign

 $Agreement\ Between\ Owner\ and\ Contractor\ Over\ \$75,000-Barth\ Roofing\ Company,\ Inc.-Emerson\ Elementary\ School\ Roof\ Replacement\ Project\ -\ \$572,712.00$

with Contractor's usual signature. Partnerships must furnish the full name

of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

BID FORM DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of Moth Roofing Company Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Emerson Elementary School Roof Replacement Project, located at 4803 Lawton Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing roof system and install Dens Deck insulation. Install new 2-ply torch-down roofing. Replace drains, caps, roof flashings, and roof jacks. Remove and reinstall all mechanical systems. Replace composition shingles like-for-like. Contractor is responsible for removing, re installing and raising RTU's. Contractor is responsible for adjusting ductwork. Contractor is responsible for adjusting gas and electrical connections to the RTU's. Contractor is responsible for raising ductwork if deemed necessary. Contractor is responsible for removing Hazardous Materials safely. Contractor will perform water testing of roof with an OUSD PM and/or PE present. Contractor is to provide 2-year contractor warranty and 20-year NDL manufacturer's warranty.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

Five hundred thirty-two thousand seven hundred twelve Dollars Bid Amount Withour Contingency Allowance	\$532,712°°
Forty Thousand Dollars Total of Allowances (see Section IV of Agreement)	\$40,000.00

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025

BID FORM DOCUMENT 00 31 01

Five hundred seventy-two thousand seven hundred twelve Dollars Total Base Bid Amount	\$ <u>572,712</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award or
Contract may be mailed, faxed, or delivered:
43h4 W. Pine Haven Orive
Traiy. (A 95304
Our Public Liability and Property Damage Insurance is placed with: #SSD UNIED INDUSTRIES INSURANCE COMPANY INC.
Our Workers' Compensation Insurance is placed with: 2 vrith- American insurance (ompany

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No	Date 02 1 2029	Addendum No.	Date
Addendum No.	Date	Addendum No.	Date
Addendum No.	Date	Addendum No.	Date

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: Business Address: 4304 W. Pint Haven Orive Tracy, 14 95304

{SR799810}3

Telephone Number: 200-933-9917
California Contractor License No.: 100030
Class and Expiration Date: (39, B; 06/30/2015
Public Works Contractor Registration No.: 1000001384
State of Incorporation, if Applicable: California
INDIVIDUAL:
Dated:, 20
Signature:
Signature:(Name)
PARTNERSHIP:
Evidence of authority to bind partnership is attached.
Dated:, 20
a
Signature:(Name)
General Partner
CORPORATION:
Evidence of authority to bind corporation is attached.
Dated: 03/05 , 2025
111/
Signature:
William S. Burth (Name)
(Chairman, Pres., or Vice-Pres.)
Signature: Many keep
Shanon Barth (Name)
Veretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

Corporation - Statement of Information

Entity Name:

BARTH ROOFING COMPANY, INC.

Entity (File) Number:

C2675670

File Date:

06/10/2020

Entity Type:

Corporation

Jurisdiction:

CALIFORNIA

Document ID:

GG22032

Detailed Filing Information

1. Entity Name:

BARTH ROOFING COMPANY, INC.

2. Business Addresses:

 Street Address of Principal Office in California;

b. Mailing Address:

4384 W Pine Haven Drive Tracy, California 95304 United States of America

 Street Address of Principal Executive Office:

4384 W Pine Haven Drive Tracy, California 95304 United States of America

3. Officers:

a. Chief Executive Officer:

William Scott Barth

4384 W Pine Haven Drive Tracy, California 95304 United States of America

b. Secretary:

Shanon Marie Barth 4384 W Pine Haven Drive Tracy, California 95304 United States of America Certificate Verification Number: PGJQ571 Use bizitie sos.ca.gov to venty the certified copy.

Document ID: GG22032

BID BOND DOCUMENT 00 40 00

Bond Number: Bid Bond
KNOW ALL MEN BY THESE PRESENTS that we the undersigned Barth Roofing Company, Inc. as Principal and
United Surety Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of the Amount Bid Dollars (\$ 10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors
administrators, successors and assigns.
The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Emerson Elementary School Roof
Replacement Project, PROJECT NO. 70058 in strict accordance with
Contract Documents.
NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, 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 said Contract or the call for bids, or to the Work, or to the specifications.

(SR 798944) [

IN WITNESS WHEREOF, the above instrument under several seals this 4th day and corporate party being hereto affixed and	of, 2025 , the name
undersigned representative, pursuant to authors:	ority of its governing body. In the presence
(Notary Seal)	
	Barth Roofing Company, Inc. (Principal)
•)	Shanon Barth, Secretary 400 Mossdale Road (Business Address)
	Lathrop, CA 95330
	United Surety Insurance Company (Corporate Surety)
	303 Congress Street, Suite 502 Boston, MA 02210 Business Address)
	By: Daid F. Ouml
	David F. Druml, Attorney-in-Fact
The rate or premium of this bond is amount of premium charged, \$0 dollars_	-0- per thousand, the total
(The above must be filled in	by Corporate Surety).

{SR798944}2



POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, H	orace A. Nabers, III
its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than opiace and stead, to execute, acknowledge and deliver any and all bonds, recognizar riders, amendments, and consents of surety, providing the bond penalty does not \$2,000,000.00). This Power of Attorney shall expire without further a	nces, undertakings of other instruments or contracts of suretyship to include exceed Two Million & 00/100 Dollars
This Power of Attorney is granted under and by authority of the following resolution and held on the $\bf 1^{st}$ day of July, 1993:	is adopted by the Board of Directors of the Companies at a meeting duly called
Resolved that the President, Treasurer, or Secretary be and they are hereby authorits acts to execute and acknowledge for and on its behalf as Surety any and all bor obligatory in the nature thereof, with power to attach thereto the seal of the Compon the Company as if they had been duly executed and acknowledged by the reg	rized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as ids, recognizances, contracts of indemnity, waivers of citation and all other writings pany. Any such writings so executed by such Attorneys-in-Fact shall be binding gularly elected Officers of the Company in their own proper persons.
That the signature of any officer authorized by Resolutions of this Board and the C attorney or certification of either given for the execution of any bond, undertaking when so used being hereby adopted by the Company as the original signature of siccompany with the same force and effect as though manually affixed.	ompany seal may be affixed by facsimile to any power of attorney or special power of recognizance or other written obligation in the nature thereof; such signature and seal, uch officer and the original seal of the Company, to be valid and binding upon the
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed an	d their corporate seals to be hereunto affixed, this 15th day of January, 2025
The second state of the se	UNITED CASUALTY AND SURETY INSURANCE COMPANY US Casualty and Surety Insurance Company United Surety Insurance Company
Corporate Seals	R. Kyle Fowler R. Kyle Fowler
Commonwealth of Massachusetts County of Suffolk ss:	
On this <u>15th day of January, 2025</u> , before me, Colleen A. Cochrane, a not Surety Insurance Company, US Casualty and Surety Insurance Company and United to be the person whose name is subscribed to the within instrument and acknowle signature on the instrument the person(s), or the entity on behalf of which the person	edged to me that he executed the same in his authorized capacity, and that by his
l certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massa WITNESS my hand and seal.	chusetts that the foregoing paragraph is true and correct.
Notary Public Commission Expires: 10/27/2028	COLLEGN A. COCHRANE Notery Public, Commonwealth of Massachusetts My Commission Expires 10/27/2028
I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US hereby certify that the above and foregoing is a true and correct copy of a Power furthermore, the resolutions of the Board of Directors, set out in the Power of Atto	r of Attorney, executed by said Companies, which is still in full force and effect
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Compa	anies at Boston, Massachusetts thisday of
March , 2025	Robert 7. Shomer
Corporate Seals () () ()	Robert F. Thomas, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

\$16000000000000000000000000000000000000	\$X\$&\$\\$X\$X\$\\$X\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\
A notary public or other officer completing this certificate document to which this certificate is attached, and not the t	verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.
State of California)	
County of San Mateo	
On3/4/zo25before me, Horace A	Alexander Nabers
Date	Here Insert Name and Title of the Officer
personally appeared David F. Druml	
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory ex- subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/l or the entity upon behalf of which the person(s) acter	ged to me that he/she/they executed the same in ner/their signature(s) on the instrument the person(s).
HORACE ALEXANDER NABERS Notary Public · California Santa Clara County Commission # 2496831	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct. TNESS my hand and official/seal. gnature of Notary Public
Place Notary Seal Above OPTIC Though this section is optional, completing this interpretable fraudulent reattachment of this for	formation can deter alteration of the document or
Description of Attached Document	im to an unintended document.
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator
Signer Is Representing:	Other:Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

NONCOLLUSION DECLARATION DOCUMENT 00 40 03

Owner: Oakland Unified School District Contract: Emerson Elementary School Roof Replacement The undersigned declares:
I am the
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 or proposer ("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 or proposing ("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 03/05, 20/15, at
Shanga Buth; Secretary Print Name

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025 NON-COLLUSION DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION **DOCUMENT 00 11 13**

(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner:	Oakla	and Unified Se	chool District
Contract:	Emer	son Elementa	ry School Roof Replacement Project
funds to per state or fede prevailing v	roject that mit \$/[W] eral labor vage, and	at accompanie 1 <u>600hingComp</u> 1 laws of regul 1 that <u>Bailtn fo</u>	, declare that I am the <u>flittilly</u> (Ny 1910), the entity making and submitting the bid for es this Declaration, and that such bid includes sufficient any plinsert name of entity] to comply with all local, lations during the Project, including payment of the home of entity] will comply with ion 2810(d) if awarded the Contract.
foregoing is	clare und s true and state].	er penalty of placed correct and e	perjury under the laws of the State of California that the executed on <u>13/15</u> 20/25 at <u>Traid</u> [city],
Date:03	06 202	5	Signature Print Name: Shanon Burth Print Title: Sl(1/1414)

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

(Education Code Section 45125.2)

DOCUMENT 00 43 00

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

- 1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

{SR798850}1

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 03/05/2015

Signature

Name: Shanon Burth

Title: Secretary

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208) DOCUENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete <u>one</u> of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

Bidder Name/Financial Institu Bayth Roofing Compai		Federal ID Number (or n/a) 11-0974022	
By (Authorized Signature) Naw Jan			
Printed Name and Title of Per Shann Barth; Ge	rson Signing Utary		
Date Executed 03/05/2025	Executed in Traly, (A		

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025 IRAN CONTRACTING DOCUMENT 00 40 04

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025

IRAN CONTRACTING DOCUMENT 00 40 04

QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

The Emerson Elementary School Roof Replacement Project Contract for the Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

- 1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)
- 2. Identify all public works contracts on which you have performed work over the last <u>5</u> <u>years</u> where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
 - a. The public agency owner, its design professional, and its construction manager.
- b. The contact persons at the owner, the design professional, and the construction manager.
 - c. The name of project.
- d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
 - e. The date of the owner's award of the contract to you.
 - f. The original scope of work in the contract.
 - g. The original contract price.
 - h. The original contract time for performance.
- i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
- j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
- k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
- l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025

- m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
- n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
- o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
- p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.
- 3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
- a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.
- b. All reasons for the delay in completion, including delay for which you were responsible.
- 4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
- a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
 - b. A copy of each CWPA and DCP.
 - c. Reasons for the issuance of each CWPA and DCP.

vhe		work concerned including the following information for each such contract:
,,,,,,	a,	work accounts moraning me some will imprimined for another activities.
	b.	
5. whe	re the a.	the contracts identified in response to Question #2, above, identify each contract work concerned including the following information for each such contract:
	Ъ.	

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are

contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:

- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

PERFORMANCE BOND DOCUMENT 00 61 00

Bond Number: UCSX614X1073

KNOW ALL MEN BY THESE PRESENTS that we,
Barth Roofing Company, Inc. , as Principal, and United Surety Insurance Company,
as Surety, are held and firmly bound unto the Oakland Unified School District, in the
County of Alameda, State of California, hereinafter called the "Owner," in the sum of
Five Hundred Seventy-Two Thousand, Seven Hundred Twelve and 00/100 Dollars
(\$ 572,712.00) for the payment of which sum well and truly made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the
Owner for the full performance of a certain contract with the Owner, the terms of which
are incorporated herein by reference, dated June 6, 2025, for construction of

the Emerson Elementary School Roof Replacement Project, located at 4803 Lawton Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing roof system and install Dens Deck insulation. Install new 2-ply torch-down roofing. Replace drains, caps, roof flashings, and roof jacks. Remove and reinstall all mechanical systems. Replace composition shingles like-for-like. Contractor is responsible for removing, re installing and raising RTU's. Contractor is responsible for adjusting ductwork. Contractor is responsible for adjusting gas and electrical connections to the RTU's. Contractor is responsible for raising ductwork if deemed necessary. Contractor is responsible for removing Hazardous Materials safely. Contractor will perform water testing of roof with an OUSD PM and/or PE present. Contractor is to provide 2-year contractor warranty and 20-year NDL manufacturer's warranty.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on 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 to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

(Affix Corporate Seal)

(Affix Corporate Seal)

(Corporate Principal)

Barth Roofing Company, Inc.

(Corporate Principal)

4384 W. Pine Haven Drive Tracy, CA 95304

(Business Address)

By:

United Surety Insurance Company

(Corporate Surety)

303 Congress Street, Suite 502

(Business Address)
Boston, MA 02210

By Horace A. Nabers III Attorney-in-Fact

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO.:70058 PERFORMANCE BOND DOCUMENT 00 61 00

where will be specified another. દેશ છે. ૧૧ કેલોજા ઉપુષ્ટ કેલ, ૧૯૦૦ કે પાછામું ૧૦ કેલાક સુવત જારણ અંગોરા કર્યો છું. ૧,૧૬૦૭નું નામ ના કર્યોડ

र्वत्र अमेदिर विरोद्धिते क्षेत्रिक दान्त्र प्रभावता विभागता वात्र विभाग विभागती हिन्दा र विद्यासम्मात । जात्र व र भिरामक दिएको विभिन्न । विभिन्न मानु संदेश राज्या सा स्वरूपक एक २०,००० वर्त्या का न safrajagna esta tripia kaiti ilike ili ya ni haba ripaj vendelaj un esti di kipinese esti ilike Thereon the transity to highly the third has to any be thinking the highlight the transition of the अपनेत्र केस्या मा न्यांक्रीयक एस अपनेत्र हो। मारा का एवं का वा स्वाप्त स्वाप्त स्वाप्त की वा राज्य है। उनस्य त्यर्वदर्गनंत्रकार त्यापेत् कृतम्बद्धाः व्यवत्यम्बद्धाः वर्षा व्यवत्यान् विद्युक्तः । भर्षाम् । १९४० वर्षास्य त्या सम प्राथमिकारी श्रीवराज्य विकास ने प्रियमिकारियाओं (बर) प्रीक्रिकारीय श्री

. Va Parellaguia Lugiar Cuercustin escrici मिन्द्रभाष्ट्राची महानामा विकास विकास विकास विकास कर है । यह सुरक्षिण विकास विकास विकास विकास का स्थापक

[10] [46] [7] [2]

Walking and Emerica

HATEL AND THE PROPERTY PARTY

第一數中方性 经收款

是是事人的特定的44,从为人。

· Artifact Balling

1.2 医智慧性神经炎系

adon garatis harb

LOCK CHILLING WAS

Bloom Hills

MANOVÝP.

स् वर्धे अध्यक्षित्राचा । दिस्

Jan 17 Jan Jan Strate S

AND THE PARTY OF THE PARTY OF THE

POR US SPECIAL COMMENTS OF A

with district of this project his

18 m 25 16 24 (2) 电子符

The rate of premium on this bond is\$25/\$1	5/\$10 per thousand.	
The total amount of premium charged is	\$ 9,227.00	
The above must be filled in by Corporate Sure	fv	



POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, Horace A. Nabers, III

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars). This Power of Attorney shall expire without further action on December 31st, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993: Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its 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. That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 15th day of January, 2025 UNITED CASUALTY AND SURETY INSURANCE COMPANY **US Casualty and Surety Insurance Company United Surety Insurance Company** R. Kyle Fowler
R. Kyle Fowler, Treasurer Corporate Seals Commonwealth of Massachusetts County of Suffolk ss: On this 15th day of January, 2025 , before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct. WITNESS my hand and seal. COLLEEN A. COCHRANE ry Public, Commonwealth of Massachusetts (Seal) My Commission Expires 10/27/2028 I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this Robert 7. Idomar Corporate Seals

Manager of the state of the sta COSOSCIA COS And the state of t the man partition of the phalatical and a And the control of th and the second section of the second - Little Carlotte Commence and Commence and

. अवस्थाति स्रोतितः विद्यानुकारीहरू । तत्वः वर्षेत्रात्वः । त्रिकृति, वर्षेत्राः स्रोतिकारीहरू वृक्षे

Charles Wide Lands grafie Taraketê û

rangillar water the highest Anion in Jag (Tay In the mountain the telephone in the contra

Definition of the property of the contract of

er nyek eskere bilifiyak wêrole sere e. 🚃 . Kejisakti

John to Miller . Th in the mental free in will a contribute an increasive mean and correspond and dependential discipline.

ત્રા ત્યામાં દેશકાલ , જાતમાનું જાતમ દર, તેમું જેલાં કે પણ જેલાં કે તું માર્ચ કે કે તામાર્ગ કે તામાર્ગ કે તામાં ત્યારા ત્યામાં દેશકાલ , જાતમાનું જાતમાં દર, તેમું જેલાં કે પણ જેલાં કે કે કે કે તામાર્ગ કે તામાર્ગ કે તામાર્ગ ક on the country of the

Land Miller Jan. St. $O(\mathcal{M}_{\mathcal{F}}^{-1}) = \left(\frac{1}{2} \mathcal{M}_{\mathcal{F}}^{-1} \mathcal{M}_{\mathcal{F}}^{-1} \right) + \left(\frac{1}{2} \mathcal{M}_{\mathcal{F}}^{-1} \mathcal{M}_{\mathcal{F}}^{-1} \right) + \left(\frac{1}{2} \mathcal{M}_{\mathcal{F}}^{-1} \mathcal{M}_{\mathcal{F}}^{-1} \right) + \left(\frac{1}{2} \mathcal{M}_{\mathcal{F}}^{-1} \mathcal{M}_{\mathcal{F}}^{-1} \mathcal{M}_{\mathcal{F}}^{-1} \right) + \left(\frac{1}{2} \mathcal{M}_{\mathcal{F}}^{-1} \mathcal{M}_{\mathcal{F$

and the train of fitting of the part of the erne to be also considered from a considered for the second begins of the first of the second of the second begins of the second begin the second begins of the second begins of the second begins of

- or from the first out of the company of the first of the

and the same of th the little is a configuration of a state

" The hours of the field of the same of t in Each History that is a polytope in ngelin nge namarki <mark>hilimga</mark>nan i gang e re tang gyangan tin in nantgyangga din manangangangan, in nantak manasalan in ing

The most of the Property of the second of th

a terrer i sarah remandi di karah remak karah remak da karah da karah da karah karah da mang di dang da sarah p Mang mengangan sarah da karah karah da karah sarah da karah da karah da karah da karah da karah da karah da ka

 $\mathcal{E} \mathcal{B}(g,\tau) \approx \Delta \theta^{\alpha} \mathcal{B}(g,\tau) \Delta \theta \otimes \mathcal{B}(g,\tau)^{\alpha}$ from θ ,

OPERATOR AND DESCRIPTIONS termedical against afræs att i tal fill ett ett fra ager auch ag i vert dichendaga hat he pafryest och gar i degenera, com r Carlon (1984) 18 Maria Balli. De la la Bernation (1984) 18 Maria and Bernation (1984) and professional freedom of the first additional freedom of the first and freedom of the first additional freedom of the first additio

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara 27 1 20 25 before me, ATSAL Here Insert Name and Title of the Officer personally appeared Horace A. Nabers III 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. 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. VATSAL A. PATEL COMM. #2393175 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY My Comm. Exp. March 01, 2026 ignature of Notary Public Place Notary Seal Above OPTIONAL ' Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Signer's Name: ☐ Corporate Officer — Title(s): _ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator □ Other: ☐ Other: Signer Is Representing: Signer Is Representing:

PAYMENT BOND DOCUMENT 00 61 01 (Labor and Material)

Bond	Number:	UCSX614X1073

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and _______ Barth Roofing Company, Inc. ____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Emerson Elementary School Roof Replacement Project, located at 4803 Lawton Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing roof system and install Dens Deck insulation. Install new 2-ply torch-down roofing. Replace drains, caps, roof flashings, and roof jacks. Remove and reinstall all mechanical systems. Replace composition shingles like-for-like. Contractor is responsible for removing, re installing and raising RTU's. Contractor is responsible for adjusting ductwork. Contractor is responsible for adjusting gas and electrical connections to the RTU's. Contractor is responsible for raising ductwork if deemed necessary. Contractor is responsible for removing Hazardous Materials safely. Contractor will perform water testing of roof with an OUSD PM and/or PE present. Contractor is to provide 2-year contractor warranty and 20-year NDL manufacturer's warranty.

which said agreement dated <u>June 6, 2025</u>, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned United Surety Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Five Hundred Seventy-Two Thousand. Seven Hundred Twelve and 00/100 Dollars (\$572,712.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them,

{SR798938}1

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT. NO.:70058

PAYMENT BOND DOCUMENT 00 61 01 shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Surety this 27th day of	March	, 20 <u>25</u>
(To be signed by)	
(Principal and Surety,)	
(and acknowledged and)	
(Notarial Seal attached)	
		Barth Roofing Company, Inc. Principal
		4384 W. Pine Haven Drive
Mary Commence of the second of		Man Land, Secre
A LATED A. W.		United Surety Insurance Comp
		Surety
		303 Congress Street, Suite 502
		Boston, MA 02210
		Du Maria de Maria
		By: Attorney-in-Fact
		Attorney and ract
		Horace A. Nabers III, Attorney-in-Fac

{SR798938}2

THE SHAPE SHAPEN क कि है र स्पेर प्रस्ति के के बोर्ट देश बहुत है। इस विकास के बार के कि के के के कि के कि की कि कि कि कि कि कि न्त्र नामक प्रदेश के कुले और 1990 के प्रत्य के प्रत्य के प्रति है है जो अधिक करते के के प्रति के कि कि कि प्रति ing palan ing palang kanang kanang karang palang pang baharang palang panilan ing palang baharang palang palan क्ष्में ने जोदिए। कि को देखित्व सार्वप्रेय है एक्षा शक्षकों। _{विशि}क्ष विद्यान के दिन कि एक समाने हुए खाल क्ष्मित् यस हर तकी सम् तुर्व के कार करने नावित्रकार का कार्य होता है जा में कार्य है अपने साम कर का पहिला सहित

करे कि को अस्ति के कि कि कि है है है जिस है जो किसी की अपने के कि के अपने के कि की कि તો ભાગ ભાગમાં ભાગમાં છે. તો ભાગમાં મુખ્યાનું મુખ્યાની માના માના જ્ઞાની માના કોઇ છે. તે છે તે છે છે છે છે છે છે

लिक्ष असे लेखी स्वारम्याच के संबर्ध हुन्हें कर र कार्यात सा वर्ष आहे हात है। pie erode ferrirat et etgrette per je i i englaret da mai bakkep occurationer

recommendation and interest to the commendation of the contraction of मानते होत्र अवस्ति विद्यावार्त, विवेश भूतिम भूतिम भूतम् । एते अनेवानुम्, मानिवान्त्रा महाने विद्यानिक होता । व सम्मान्त्र क

The following of the property of the property

THE REPORT OF THE PARTY OF He will write it by this transposition in the property to a complex contraction to

នៃកា មន្តដែលក្នុងស្វីស uk secial peliparan ្រុកទុះកម្មសេសស្វែ

Cart in 1911 Chargons cares

the beginning of a stopping

\$glable [Torr

म्बरक सिंहा **अधि**की एक निरूप अवस्थित है।

ा १९५४ हैं है से हैं के बार के बार के हैं है है के

FOR TOWN SENSON OF THE

THE BUILD LONDING AND

The corner of its still the is doubled, it

BA IN odlawa Abgazab sa⇔ka ed which is a comparison CONTRACTOR CONTRACTOR

42 Tank 1 (44) 61 エ・アンティア 利力 だんだ



POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, Horace A. Nabers, III

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its 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

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 15th day of January, 2025

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.

ucs ucs

Corporate Seals

UNITED CASUALTY AND SURETY INSURANCE COMPANY US Casualty and Surety Insurance Company United Surety Insurance Company

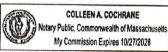
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts County of Suffolk ss:

On this 15th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct. WITNESS my hand and seal.

Columbia Cocking (Seal)



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

March 2029

Robert F Thomas President

Corporate Seals



Sterring, Hart of the San Toron · Standard Co

and American the annual control of the second

of Late April 2018 of the con-STOOM PROMOTE BEEN STOOM TO BE HOW BY GOVERNMENT OF SOME SOME BEFORE BEFORE AND ALL NOT A RESOURCE

4.1- " ".

St. W. Lowerte, p. 150, f

K & Section 1981 1.1

aplates for the state of the st

के र पेट प्रमुख के अने के के के के किए किए किए किए किए किए के किए के किए किए के किए किए किए किए किए किए के किए के किए के किए के किए के किए किए किए किए किए किए किए कि

And the second of the second o

and a second of the control of the control of the second of the second of the control of the con

သည့္ရည္ေနရသည္။ သည္။ အသည္႔အေရရသည္။ အနိုင္သည္။ ရည္သည္။ သည္ ေရာင္းရသည္မွာ ျပန္လည္း မရို႔ေတြက အေျပာက္ခ်ည္း မရို႔ ေရရက္သည္။ ေအေရရည္မွာေတြ။

TENTO THE PROPERTY OF THE PROP arter of the thirty december the facts of subject many feating of the arter of the course of the course of the course of

at an activity operation is a morning a filler transfer and the subjection of pigning me and section of the con-

E - FERRER OF DESCRIPTION

enger or an extended by and a kara mangakaran banggan taun garaka asa salah ay mang dan mengandan dari panggan agari mangan pandan dan kar Mangan bangkan katan menganggan menganggan pandan menggan samigi dan galam salah salah salah salah salah salah

WALL OF A MARCHA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Signer Is Representing:

CIVIL CODE § 1189

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 Santa Clara 3 27 2025 before me, VATSAL Here Insert Name and Title of the Officer personally appeared Horace A. Nabers III 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. VATSAL A. PATEL WITNESS my hand and official seal. COMM. #2393175 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY
My Comm. Exp. March 01, 2026 Place Notary Seal Above OPTIONAL ' Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other:

Signer Is Representing:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tn	is certificate does not confer rights to	o tne	cert	incate nolder in lieu of st).		
PROI	DUCER				CONTA NAME:	^{CT} Todd C	George		
l .	ichard Insurance for WBS - TG				PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 FAX (A/C, No):				
PO Box 6090			E-MAIL ADDRE	cortroo	quest@gowbs				
Cle	arwater, FL 33758 - 6090				ADDRE	00.			NAIC #
							, ,	RDING COVERAGE	NAIC#
INSU	BED						mencan insu	rance Company	10000
l .	kforce Business Services CA, LLC Labor Con	tracto	r. for	co-employees of: Barth	INSURE	R B :			
Roo	fing Company Inc		,	,	INSURE	RC:			
	1 Manatee Ave. West Ste 600 denton, FL 34205-6708				INSURE	RD:			
Diac	demon, 1 E 34203-0700				INSURE	RE:			
					INSURE	RF:			
CO	VERAGES CER	TIFIC	CATE	NUMBER:24FL0798802	61			REVISION NUMBER:	
IN CE	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I (CLUSIONS AND CONDITIONS OF SUCH	QU I F PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF AN' ED BY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY	1,100				,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	333.0							MED EXP (Any one person) \$	
								PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO							BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION							X PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE			1410 50 40 040 40		40/04/0004	40/04/0005	E.L. EACH ACCIDENT \$	1,000,000
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	WC 58-18-642-10		12/31/2024	12/31/2025	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000
	BEGOTTI HOT OF OF ENTHANCE SOLOW								
				Location Coverage Perio	od:	12/31/2024	12/31/2025	Client# 054287	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL Barth Roofing Comp			101, Additional Remarks Schedu	le, may b #7005		e space is require	∍d)	
	rage is provided for		IIIC			son Elementary	School Roof R	eplacement	
	those co-employees at not subcontractors 4304 W Fine naven to the subcontractors Tracy, CA 95304								
to:	•								
End	orsements: Waiver of Subrogation, 30 d	ave v	vritte	n cancel notice (10 days					
	ion payment of premium)	ayo V		. cancer notice (10 days					
	RTIFICATE HOLDER				CANO	CELLATION			
	Oakland Unified School Distric	ct						ESCRIBED POLICIES BE CANCEL	
	955 High Street							EREOF, NOTICE WILL BE DE SYPROVISIONS.	LIVERED IN
	Oakland, CA 94601				^00	CINDAINOL WI	000		

© 1988-2015 ACORD CORPORATION. All rights reserved.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t							require an endorsen	ent. A	statement on
	DUCER				CONTA NAME:		<i>'</i>			
Acrisure Partners West Coast Insurance Services, LLC					PHONE 100 007 5000 FAX					
1950 W Corporate Way #1 Anaheim CA 92801				(A/C, No, Ext): 408-387-5200 (A/C, No): E-MAIL ADDRESS: WestCerts@acrisure.com						
\ \	GITEITH OA 92001				ADDRE			RDING COVERAGE	-	NAIC#
								Insurance Company,		23140
INSII	<u>License#: 6009644</u> INSURED BARTROO-0:							Insurance Company	IIIC.	38342
Bar	th Roofing Company Inc						a Automobile	insurance Company		30342
	4 W Pinehaven Dr.				INSURE					
rra	cy CA 95304				INSURE					
					INSURE					
	/EDACEC CED	TIC1/	- A T	. NUMBER: 4000005004	INSURE	RF:				
	/ERAGES CER IIS IS TO CERTIFY THAT THE POLICIES			NUMBER: 1889085234	VE BEE	N ISSUED TO		REVISION NUMBER		OUICY BEDIOD
	DICATED. NOTWITHSTANDING ANY RE									
	ERTIFICATE MAY BE ISSUED OR MAY							D HEREIN IS SUBJEC	Γ TO AL	L THE TERMS,
	CLUSIONS AND CONDITIONS OF SUCH				BEEN F		PAID CLAIMS.			
INSR LTR			SUBR WVD			POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	I	IMITS	
Α	X COMMERCIAL GENERAL LIABILITY	Υ		AES1217347 03		12/16/2024	12/16/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,0	000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence	\$ 10	0,000
								MED EXP (Any one person	\$ 5,0	000
								PERSONAL & ADV INJUR	\$ 1,0	000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,0	000,000
	POLICY X PRO-							PRODUCTS - COMP/OP A	3G \$ 2,0	000,000
	OTHER:							OOMBINED ONG ELIMIT	\$	
В	AUTOMOBILE LIABILITY			BA040000058819		5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,0	000,000
	X ANY AUTO							BODILY INJURY (Per perse	on) \$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accid	lent) \$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OT STATUTE ER	-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)	1177						E.L. DISEASE - EA EMPLO	YEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LI	MIT \$	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICI				le, may b	e attached if mor	e space is require	ed)		
KE:	Emerson Elementary School Roof Rep	acer	nent ·	- Project #:70058.						
Oak	land Unified School District are added a	is ad	dition	al insured as required by v	vritten c	contract for Ge	eneral Liabilit	y, per attached. Gene	al Liabil	ity evidenced
nere of C	ein is Primary & Non-Contributory to oth ancellation to Others is provided in acc	er ins ordai	suran ice w	ce available to the addition ith the policies provisions i	ıaı insur ncludin	reds as requir a 10-day notic	ed by written ce for non-pay	contract, per attacned vment of premium.	Ininy	(30) Day Notice
						g		,		
CEF	RTIFICATE HOLDER				CANO	CELLATION				
								ESCRIBED POLICIES B		
								EREOF, NOTICE WIL BY PROVISIONS.	_ BE I	DELIVERED IN
	Oakland Unified School Dis	strict								
	955 High Street Oakland CA 94601				-	RIZED REPRESE				
Uakiand CA 94601			Constru Acon							



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information		
Emerson Elementary School Roof Replacement	Site	115
Basic Directions		
vided until the contract is awarded by the Board <u>or</u> is entered by delegated by the Board.	the Superintenden	t pursuant to authority
		ract is over \$15,000
	Emerson Elementary School Roof Replacement Basic Directions vided until the contract is awarded by the Board or is entered by delegated by the Board. x Proof of general liability insurance, including certificates and er	Emerson Elementary School Roof Replacement Basic Directions vided until the contract is awarded by the Board or is entered by the Superintenden

	Contracto	r Information					
Contractor Name	Barth Roofing Company, Inc.	Agency's Contact	Shanon Barth				
OUSD Vendor ID#	New	Title	Manager				
Street Address	4384 W Pine Haven Dr.	City	Tracy	State	CA	Zip	95304
Telephone	209 833-9917	Policy Expires					
Contractor History	Previously been an OUSD contractor? [☐ Yes X No	Worked as an (DUSD en	ploye	∍? 🔲 `	Yes 🛛 No
OUSD Project #	70058	_					

	Teri	m of Original/Amended Contract	
Date Work Will Begin (i.e., effective date of contract)	06-05-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-05-2025
		New Date of Contract End (If Any)	

	Compens	ation/Revised Compensation	
If New Contract, Total Contract Price (Lump Sum)	\$572,712.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. Resource # Funding Source Org Key Object Code Amount 9914/9073 Deferred Maint Fd 140-9914-0-9073-8500-6273-115-9880-9000-9999-9999 6273 \$572,712.00

	Approval and Routing (in or	der of appr	oval steps)		
	cannot be provided before the contract is fully approved and a Purchase were not provided before a PO was issued.	Order is issue	ed. Signing this docu	ment affirms that t	o your knowledge
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings & Grounds				
	Signature MARC WHITE (Mar 27, 2025 14-47 PDT)		Date Approved	Mar 27, 2	025
	OUSD Counsel, Facilities				
2.	Signature James / raber		Date Approved	03/27/2025	
	Chief Systems & Services Officer				
3.	Signature Preston Thomas (Mar 27, 2025 14:59 PDT)		Date Approved	Mar 27, 2	2025
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. <u>25-0846</u>	
Department: <u>Buildings & Grounds Department</u>	
Vendor Name: <u>Barth Roofing Company, Inc.</u>	
Project Name: Emerson Roof Replacement	Project No.: <u>70058</u>
Contract Term: Intended Start: June 6, 2025	Intended End: August 5, 2025
Total Cost Over Contract Term: <u>\$572,712.00</u>	
Approved by: Marc White	
Is Vendor a local Oakland Business or has it met the require	ements of the
Local Business Policy? □ Yes (No if Unchecked)	
How was this contractor or vendor selected?	
Barth Roofing Company, Inc. was selected by the District as the lower	est responsible and responsive bid.
Summarize the services or supplies this contractor or vendo	r will be providing.
Barth Roofing Company, Inc. will demolish existing roofing systor the Emerson Elementary School Roof Replacement Project	* * *
Was this contract competitively bid? ☐ Check box for	"Yes" (If "No," leave box unchecked)
If "No," please answer the following questions:	
1) How did you determine the price is competitive?	

2) Please check the competitive bidding exception relied upon:

Construction Contract:
☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) − contact legal counsel to discuss if applicable
☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
☐ Completion contract – contact legal counsel to discuss if applicable
☐ Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable
☐ Design-build contract RFQ/RFP process – contact legal counsel to discuss if applicable
☐ Energy service contract – contact legal counsel to discuss if applicable
☐ Other: – contact legal counsel to discuss if applicable
Consultant Contract:
☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.)
□ Architect or engineer <i>when state funds being used</i> – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.), and (c) using a competitive process consistent with Government Code §\$4526-4528 (Education Code §17070.50)
☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable
\Box For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
□ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
Purchasing Contract:
\square Price is at or under bid threshold of \$114,800 (as of 1/1/25)
☐ Certain instructional materials (Public Contract Code §20118.3)
☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counsel to discuss if applicable
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal counsel to discuss if applicable
☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
☐ Other:
Maintenance Contract:
\square Price is at or under bid threshold of \$114,800 (as of 1/1/25)
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss
☐ Other:

3) Explain in detail the facts that support the applicability of the exception marked above:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective <u>June 6, 2025</u>, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **Barth Roofing Company, Inc.**, hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Emerson Elementary School Roof Replacement Project at 4803 Lawton Avenue, Oakland, CA

all in strict compliance with the plans, drawings and specifications therefore prepared by

OUSD, 955 High Street, Oakland, CA.,

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software <u>KAHUA, INC.</u> for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or

(b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6**, **2025**, in which case the deadline for Completion would be **August 5**, **2025**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing

another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **FIVE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND NO/100** (\$572,712.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **FORTY THOUSAND DOLLARS AND NO/100 (\$40,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such

payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement

which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for

all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to

removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR: BARTH ROOFING COMPANY, INC.; State inc	orporated CA 4384 W. Pine Haven Tracy CA 95304
Signature:	10301
Name: W. Stott Barth	Date: 03 25 2025
(Chairman, Pres., or Vice-Pres. Presiden+	
Signature Maur Jant	
Name: Manon Banh	Date: 03/25/2025
(Secretary, Asst. Secretary, CFO, or Asst. Treasure) Secretary	
OAKLAND UNIFIED SCHOOL DISTRICT	A/2A/2025
	4/24/2025 Data
Jennifer Brouhard, President, Board of Education	Date
Westware	4/24/2025
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date
MARC WHITE (Mar 27 - 2025 14:47 PDT)	Mar 27, 2025
Marc White, Director, Buildings & Grounds	Date
Augustad As To Danne	
Approved As To Form: Ostorios 103/27/2025	
OUSD Facilities Legal Counsel Output Date	
OOSD Facilities Legal Counsel Date	
760030	
CALIFORNIA CONTRACTOR'S	
LICENSE NO.	
06.20.2025	
06-30-2025 LICENSE EXPIRATION DATE	•
NOTE: Contractor must give the full business add	ress of the Contractor and sign

Agreement Between Owner and Contractor Over \$75,000 – Barth Roofing Company, Inc. – Emerson Elementary School Roof Replacement Project - \$572,712.00

with Contractor's usual signature. Partnerships must furnish the full name

of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

BID FORM DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of Control Company Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Emerson Elementary School Roof Replacement Project, located at 4803 Lawton Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing roof system and install Dens Deck insulation. Install new 2-ply torch-down roofing. Replace drains, caps, roof flashings, and roof jacks. Remove and reinstall all mechanical systems. Replace composition shingles like-for-like. Contractor is responsible for removing, re installing and raising RTU's. Contractor is responsible for adjusting ductwork. Contractor is responsible for adjusting gas and electrical connections to the RTU's. Contractor is responsible for raising ductwork if deemed necessary. Contractor is responsible for removing Hazardous Materials safely. Contractor will perform water testing of roof with an OUSD PM and/or PE present. Contractor is to provide 2-year contractor warranty and 20-year NDL manufacturer's warranty.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

Five hundred thirty-two thousand seven hundred to Bid Amount Withour Contingency Allowance	V(W Dollars	\$532,712°°
Forty Thousand Total of Allowances (see Section IV of Agreement)	Dollars	\$40,000.00

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025

BID FORM DOCUMENT 00 31 01

Five hundred seventy-two thousand seven hundred twelve Dollars Total Base Bid Amount	\$ <u>572,712</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of
Contract may be mailed, faxed, or delivered:
4384 W. Pine Haven Orive
4384 W. Pine Huven Orive Traiy. (A 05304
Our Public Liability and Property Damage Insurance is placed with: #SSD UNTED INDUSTRICS INSURANCE COMPANY, INC.
Our Workers' Compensation Insurance is placed with: \[\int vrith- American \ \int vrith \ \left(\int m \rho any \]

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.	Date 02/11/2029	Addendum No	Date
Addendum No.	Date	Addendum No.	Date
Addendum No	Date	Addendum No.	Date

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

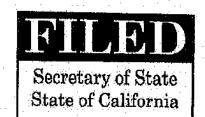
Name of Company as Licensed in California: Barth Roofing Company, 101.

Business Address: 4384 W. Pint Haven Orive Tracy, 19 95304

{SR799810}3

Telephone Number: 200-933-9917		
California Contractor License No.: 100030	_	
Class and Expiration Date: (39, B) 06/30/2015		
Public Works Contractor Registration No.: 100000 1384	·	
State of Incorporation, if Applicable: California	enegando.	
INDIVIDUAL:		
Dated:, 20		
Signature:(Name)		
(Name)		
PARTNERSHIP:		
Evidence of authority to bind partnership is attached.		
Dated:, 20		
Signature:		
General Partner (Name)		
CORPORATION:		
Evidence of authority to bind corporation is attached.		
Dated: 03/05 , 2025		
111/		
Signature: (Name)		
<u>William 5. Burth</u> (Name) <u>President</u> (Chairman, Pres., or Vice-Pres.)		
$M \cap A$		
Signature: Musikuskuskuskuskuskuskuskuskuskuskuskuskusk		
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)		•

{SR799810}4



Corporation - Statement of Information

Entity Name:

BARTH ROOFING COMPANY, INC.

Entity (File) Number:

C2675670

File Date:

06/10/2020

Entity Type:

Corporation

Jurisdiction:

CALIFORNIA

Document ID:

GG22032

Detailed Filing Information

1. Entity Name:

BARTH ROOFING COMPANY, INC.

2. Business Addresses:

Street Address of Principal
 Office in California:

b. Mailing Address:

4384 W Pine Haven Drive Tracy, California 95304 United States of America

.

c. Street Address of Principal Executive Office:

.

4384 W Pine Haven Drive Tracy, California 95304 United States of America

3. Officers:

a. Chief Executive Officer:

William Scott Barth

4384 W Pine Haven Drive Tracy, California 95304 United States of America

b. Secretary:

Shanon Marie Barth 4384 W Pine Haven Drive Tracy, California 95304 United States of America Certificate Verification Number: PGJQ57P Use bizitie sos ca gov to verify the certified copy. Document ID: GG22032

BID BOND DOCUMENT 00 40 00

Bond Number: _	Bid Bond		
KNOW A	LL MEN BY THESE PE		C
	Barth Roofing Company		
United Surety	Insurance Company	as Surety,	are hereby held and firmly bound
unto the Oakland	Unified School District ("Owner") in t	he sum of
Ten Percent of the	Amount Bid Dollars (\$	10%) :	for payment of which sum, well
			nd ourselves, our heirs, executors
	ccessors and assigns.	•	, ., .,
The condit	ion of the above obligat	ion is such tha	t whereas the Principal has
			d hereby made a part hereof, to
			Emerson Elementary School Root
	ct, PROJECT NO. 70058	_	in strict accordance with
Contract Documer	nts.		
NOW, TH	EREFORE,		

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, 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 said Contract or the call for bids, or to the Work, or to the specifications.

(SR798944) [

IN WITNESS WHEREOF, the above instrument under several seals this 4th day and corporate party being hereto affixed and	of <u>March</u> , 2025,	his the name
undersigned representative, pursuant to auth of:	ority of its governing body. In the	presence
(Notary Seal)		
	Barth Roofing Company, Inc.	<i>a</i>
	(Principal) Manu	Cane
	รูหนาง 400 Mossdale Road	on Barth, Secretary
	(Business Address)	
	Lathrop, CA 95330	
	United Surety Insurance Compa	iny
	(Corporate Surety)	·
	303 Congress Street, Suite 50 Boston, MA 02210)2
	Business Address)	
	By: Daid F. Duml	
	David F. Druml, Attorney-in-F	act
The rate or premium of this bond is amount of premium charged, \$0dollars_	-0- per thousand	, the total
(The above must be filled in	by Corporate Surety).	



POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml. Horace A. Nahers, III

David F. Drumi, Hol	race A. Nabers, III
its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than on place and stead, to execute, acknowledge and deliver any and all bonds, recognizance riders, amendments, and consents of surety, providing the bond penalty does not e \$2,000,000.00). This Power of Attorney shall expire without further act	es, undertakings or other instruments or contracts of suretyship to include xceed Two Million & 00/100 Dollars
This Power of Attorney is granted under and by authority of the following resolutions and held on the $1^{\rm st}$ day of July, 1993 :	adopted by the Board of Directors of the Companies at a meeting duly called
Resolved that the President, Treasurer, or Secretary be and they are hereby authorized its acts to execute and acknowledge for and on its behalf as Surety any and all bonds obligatory in the nature thereof, with power to attach thereto the seal of the Company as if they had been duly executed and acknowledged by the regu	any. Any such writings so executed by such Attorneys-in-Fact shall be binding
That the signature of any officer authorized by Resolutions of this Board and the Con	npany seal may be affixed by facsimile to any power of attorney or special power of
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and	their corporate seals to be hereunto affixed, this 15th day of January, 2025
Corporate Seals	UNITED CASUALTY AND SURETY INSURANCE COMPANY US Casualty and Surety Insurance Company United Surety Insurance Company R. Kyle Fowler R. Kyle Fowler, Treasurer
Commonwealth of Massachusetts County of Suffolk ss:	
On this 15th day of January, 2025 , before me, Colleen A. Cochrane, a notar Surety Insurance Company, US Casualty and Surety Insurance Company and United St to be the person whose name is subscribed to the within instrument and acknowled signature on the instrument the person(s), or the entity on behalf of which the person	lged to me that he executed the same in his authorized capacity, and that by hi
I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massach WITNESS my hand and seal.	nusetts that the foregoing paragraph is true and correct.
Notary Public Commission Expires: 10/27/2028	COLLEEN A. COCHRANE Notiny Public, Commonwealth of Massachuseits My Commission Expires 10/27/2028
I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US C hereby certify that the above and foregoing is a true and correct copy of a Power furthermore, the resolutions of the Board of Directors, set out in the Power of Attorn	of Attorney, executed by said Companies, which is still in full force and effect
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Compar	iles at Boston, Massachusetts thisday of
Corporate Seals (S) (S) (S)	Robert F. Thomas, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

**************************************	\$XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
A notary public or other officer completing this certificate document to which this certificate is attached, and not the t	verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.
State of California)	
County of San Mateo	
On 3/9/2025 before me, Horace A	Nexander Nabers
Date	Here Insert Name and Title of the Officer
personally appeared David F. Druml	, , , , , , , , , , , , , , , , , , ,
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evaluations subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/for the entity upon behalf of which the person(s) acted	ged to me that he/she/they executed the same in ner/their signature(s) on the instrument the person(s).
HORACE ALEXANDER NABERS WI Notary Public - California Santa Clara County Commission # 2496831	the State of California that the foregoing paragraph true and correct. TNESS my hand and official/seal. gnature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this inf fraudulent reattachment of this fo	formation can deter alteration of the document or
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than I	Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
C Othors	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:

NONCOLLUSION DECLARATION DOCUMENT 00 40 03

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025 NON-COLLUSION DOCUMENT 00 40 03

Print Name

SUFFICIENT FUNDS DECLARATION **DOCUMENT 00 11 13**

(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner:	Oakland Unified	1 School District
Contract:	Emerson Eleme	ntary School Roof Replacement Project
I,_	Shanon Burth	nouny, Inc., the entity making and submitting the bid for
[insert titl	<i>le]</i> of <u>Barth Roofing Cor</u>	MPANY, Inc., the entity making and submitting the bid for
the above	Project that accompa	nies this Declaration, and that such bid includes sufficient
funds to pe	ermit BUWA (Cooking Co	μραη ninsert name of entity] to comply with all local,
state or fee	deral labor laws of re	gulations during the Project, including payment of
prevailing	wage, and that BAIM	Poofing (mean insert name of entity) will comply with
the provisi	ions of Labor Code s	ection 2810(d) if awarded the Contract.
foregoing	eclare under penalty is true and correct an [state].	of perjury under the laws of the State of California that the dexecuted on 13/15 2025 at Train [city],
Date:0;	3/05/2025	Signature Print Name: Shanon Burth

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

(Education Code Section 45125.2)

DOCUMENT 00 43 00

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

- 1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

{SR798850}1

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 03/05/2015

Signature

Name: Shanon Burth

Title: Scartary

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208) DOCUENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete <u>one</u> of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

Bidder Name/Financial Institu Barth Roofing Compar	Federal ID Number (or n/a) 11-0974022	
By (Authorized Signature)		
Printed Name and Title of Per Shann Barth; 800		
Date Executed 03/05 / 2025	Executed in Traly, (A	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025 IRAN CONTRACTING DOCUMENT 00 40 04

Printed Name a	ınd Title i	of Person	Signing
----------------	-------------	-----------	---------

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025

IRAN CONTRACTING DOCUMENT 00 40 04

QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

The Emerson Elementary School Roof Replacement Project Contract for the Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

- 1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)
- 2. Identify all public works contracts on which you have performed work over the last <u>5</u> <u>years</u> where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
 - a. The public agency owner, its design professional, and its construction manager.
- b. The contact persons at the owner, the design professional, and the construction manager.
 - c. The name of project.
- d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
 - e. The date of the owner's award of the contract to you.
 - f. The original scope of work in the contract.
 - g. The original contract price.
 - h. The original contract time for performance.
- i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
- j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
- k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
- l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO. 70058 FEBRUARY 6, 2025

- m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
- n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
- o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
- p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.
- 3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
- a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.
- b. All reasons for the delay in completion, including delay for which you were responsible.
- 4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
- a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
 - b. A copy of each CWPA and DCP.
 - Reasons for the issuance of each CWPA and DCP.

5. whe		the contracts identified in response to Question #2, above, identify each contract work concerned including the following information for each such contract:
	a. b.	
5. whe		the contracts identified in response to Question #2, above, identify each contract work concerned including the following information for each such contract:

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are

contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:

- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

PERFORMANCE BOND DOCUMENT 00 61 00

Bond Number: UCSX614X1073

KNOW ALL MEN BY THESE PRESENTS that we,	
Barth Roofing Company, Inc. , as Principal, and United Surety Insurance Co	mpany.
as Surety, are held and firmly bound unto the Oakland Unified School District, in the	he
County of Alameda, State of California, hereinafter called the "Owner," in the sum	of
	Dollars
(\$_572,712.00) for the payment of which sum well and truly made, we bind	
ourselves, our heirs, executors, administrators, and successors, jointly and severally	, to the
Owner for the full performance of a certain contract with the Owner, the terms of w	vhich
are incorporated herein by reference, dated June 6, 2025, for construction of	

the Emerson Elementary School Roof Replacement Project, located at 4803 Lawton Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing roof system and install Dens Deck insulation. Install new 2-ply torch-down roofing. Replace drains, caps, roof flashings, and roof jacks. Remove and reinstall all mechanical systems. Replace composition shingles like-for-like. Contractor is responsible for removing, re installing and raising RTU's. Contractor is responsible for adjusting ductwork. Contractor is responsible for adjusting gas and electrical connections to the RTU's. Contractor is responsible for raising ductwork if deemed necessary. Contractor is responsible for removing Hazardous Materials safely. Contractor will perform water testing of roof with an OUSD PM and/or PE present. Contractor is to provide 2-year contractor warranty and 20-year NDL manufacturer's warranty.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on 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 to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

Owner may grant or withhold such consent within its sole discretion. IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 27th day of , 2025, March hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. (To be signed by (Principal and Surety, (and acknowledged and (Notarial Seal attached (Affix Corporate Seal) (Individual Principal) (Business Address) (Affix Corporate Seal) Barth Roofing Company, Inc. (Corporate Principal)

(Affix Corporate Seal)

Shanon Banh, Secretar

4384 W. Pine Haven Drive

United Surety Insurance Company

(Corporate Surety)

Tracy, CA 95304
(Business Address)

303 Congress Street, Suite 502

(Business Address) Boston, MA 02210

Horace A. Nabers III Attorney-in-Fact

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT NO.:70058 PERFORMANCE BOND DOCUMENT 00 61 00 · MANAGER BERTHE

adon ga atra higa

(per extisted as)

SATE CARE OF CHEST OF STREET

James Barrell Harris AND COUNTY OF THE PARTY OF THE

underdyke. rek da seri Statur kantona

ल्, नहीं अध्यक्ष हता है है।

TELLER ENDORSE HOLD

學一樣所為性的學科學學學 HATEL AND LONG TO LONG Wall (1887) 2014 (1988)

 $[-1] \subseteq \{a_{\mathcal{F}_{i}}^{i}, b_{\mathcal{F}_{i}}^{i}\}_{i=1}^{i}, b_{\mathcal{F}_{i}}^{i}\}_{i=1}^{i}$

. Va foreign and hat her have contained the profile.

कित ने प्रकार के किया है। किया कि प्रकार के किया के किया के अपने के किया के किया के किया के किया के अधिक के कि had the barren and the state of the second

to although the construction of the contract of the contract contract of the conference of the contract of the Our कर देशके विभिन्न में देशका माहे स्वीतिक प्राप्त का अवस्था का अवस्था का अवस्था है। supplied in a content to continue the life of the letter of the provided as a second subsequent that

Thereon the record to ship open the distribution of the entitle the by their distribution in the contract of the and the many of the contribution of the contri नेपादकोत्तेका उनके बुक्कान प्राप्त क्षाना कर वास कार्य कार्य कार्य कार्य कार्य है। का विवास पूर्व कार्य कार्य क

प्राथमिकसम् योज्यानसम् जारूराचा एतनाहे संस्था (स्नावन् अत्र) स्ट्रीकंटपहेटी यात्रे

water in the day specified armen.

દેશ દાં ૧૦ કેલોજાજીતુન કેલ, ભૂજોન જાયખુનદ જ સાગુ સુવત લાગ્યું તતાંકોના જો ક્રું ૧૮૧૪મનું ત્રાં તે કર્યું હોંગ

The rate of premium on this bond is\$25/\$15/\$	per thousand.	
The total amount of premium charged is	\$ 9,227.00	
The above must be filled in by Corporate Surety.		

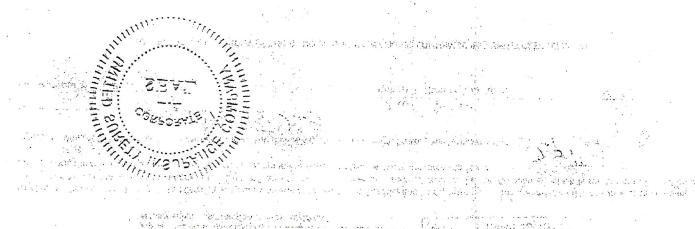


POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, Horace A. Nabers, III its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars). This Power of Attorney shall expire without further action on December 31st, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993: Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its 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. That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this _15th day of January, 2025 UNITED CASUALTY AND SURETY INSURANCE COMPANY **US Casualty and Surety Insurance Company United Surety Insurance Company** R. Kyle Fowler
R. Kyle Fowler, Treasurer Corporate Seals Commonwealth of Massachusetts County of Suffolk ss: On this 15th day of January, 2025 , before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct. WITNESS my hand and seal. COLLEEN A. COCHRANE ry Public, Commonwealth of Massachusetts (Seal) My Commission Expires 10/27/2028 I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this Robert 7. Thomas Corporate Seals



. अवश्यापि सर्ववातः विद्यानुस्तर्वद्ववन् । व्यक्तः सर्वेद्रास्तरः । विक्रे प्रदेशः विद्यानुस्तर्वद्वविद्यानुस्तरः । । । । CALL TO THE WAY TO LESS TO THE PARTY OF THE

ada in 1864 in the and the reserved of the control of the property of the control of

ત્ર મામલે શાકભાર ભાગવાનું પ્રત્યે કરા, કોનુ ભેરાનું કહ્યું જેટલે કુ તેમાં મહિલાના મામલે કે પ્રાથમિક કહે છે. આ એ ત્રામાં શાકભાર ભાગવાનું પ્રત્યે કરા, કોનુ ભેરાનું કહ્યું જેટલે કુ તેમાં મહિલાના મામલે આ કે પ્રાથમિક કહ્યું કે on the engine the property of a stadienie grande

BURNEY GOVERN A HARRY STATE

· complete and the above the con-The Star Land Comment of the Start of the St The factorial contacts to the production of the control of

and the transaction of the configuration to the specimens of the party of ના સુવાર જોના અને ફેંગુલને અવેલીક અનાના મુખ્ય સિંહ ધર્મનો માટે મા

enne i trade de la mente estado de la calada estado de la calada de la calada de la calada de la calada de la c La calada de la calada de mente estado de la calada de la c La calada de la calada del calada de la calada del calada de la calada del calada del calada del calada de and the same of the second of the same and the second of en alla en la maria de prima de la fina de la fina de la maria La maria de la maria de prima de la fina de la maria de la mari The Marky Congression of the second of t the transfer with a more in the small

t naj shakisara titak kajajara, is

ngelin mge membelih Magaman i gang eter Ding gyengan bil na menggunga dina manglingan kangan, ing nat sebagai ing ilah

Constitution of the section of the s

a tangan ngangkatan nganggapanggapanggapanggapanggapanggapan nganggapan nganggapan nganggapan nganggapan ngang Nganggapanggapanggapan nganggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapan na na sa s

Killings () HAMSTHY, AND EDSTAGES, Francis S.

Transmitteren an angelant alpane etter til fill het entje om og att men grove et sammen til år ny gråp graft som fre omfre som etter som et fre som etter et randistribute kungsakaka. Denge kabupatèn di magambanga sebir i dasa padi magadanga papamay bahir da mga mga mpiyan

OPERATOR OF BUILDING

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara 27 | 2025 before me. VATSAL Here Insert Name and Title of the Officer personally appeared Horace A. Nabers III 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. 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. VATSAL A. PATEL COMM. #2393175 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY My Comm. Exp. March 01, 2026 ignature of Notary Public Place Notary Seal Above OPTIONAL ' Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Signer's Name: ☐ Corporate Officer — Title(s): _ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: Signer Is Representing: Signer Is Representing:

PAYMENT BOND DOCUMENT 00 61 01 (Labor and Material)

Bond :	Number:	UCSX614X1073

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and _______ Barth Roofing Company, Inc.____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Emerson Elementary School Roof Replacement Project, located at 4803 Lawton Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing roof system and install Dens Deck insulation. Install new 2-ply torch-down roofing. Replace drains, caps, roof flashings, and roof jacks. Remove and reinstall all mechanical systems. Replace composition shingles like-for-like. Contractor is responsible for removing, re installing and raising RTU's. Contractor is responsible for adjusting ductwork. Contractor is responsible for adjusting gas and electrical connections to the RTU's. Contractor is responsible for raising ductwork if deemed necessary. Contractor is responsible for removing Hazardous Materials safely. Contractor will perform water testing of roof with an OUSD PM and/or PE present. Contractor is to provide 2-year contractor warranty and 20-year NDL manufacturer's warranty.

which said agreement dated <u>June 6, 2025</u>, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned United Surety Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Five Hundred Seventy-Two Thousand, Seven Hundred Twelve and 00/100 Dollars (\$572,712.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them,

{SR798938}1

OAKLAND UNIFIED SCHOOL DISTRICT EMERSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT. NO.:70058

PAYMENT BOND DOCUMENT 00 61 01 shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Surety this 27th day of	March	, 20 <u>25</u>
(To be signed by)	
(Principal and Surety,)	
(and acknowledged and)	
(Notarial Seal attached)	
		Barth Roofing Company, Inc.
		Principal
		4384 W. Pine Haven Drive
one was		Tracy, CA 95304
No.		Man Land, Secret
- ED 6 / / /		United Surety Insurance Comp
		Surety
		303 Congress Street, Suite 502
		Boston, MA 02210
		12/11/11
		By: Solle Mares
		Attorney-in-Fact
		Horace A. Nabers III, Attorney-in-Fac

{SR798938}2

कर्म । ११० च्या हा इस्क्रम इ.स.च्या १५ व्या १ च्या १९४४ जन्म व्यापक्ष १९५५ च्या १५४४ व्या १५५५ व्या

ロンドールン(40号を) - ナーディングラク 新聞の日

ter u periodium burgi a temperatur

SEAF SEAF

Condition to the second of the

THE BUILDING LONGING AND

Com sept sawydais sing transmiction gogdines tie sporting the galleric tie sporting and by

Tempor provide state of the field of the fie

grows per uni seul a menan, en lan grafa durarial a gradural dina especial da la percenta de la percenta de la Referencia en la parte de despecta de la perfecta la percenta de la proposició de la percenta de la la percenta de la percenta del percenta del percenta de la percenta del percenta

मानक्ष, प्रमेष्ट्र स्वत्यां के कार्या के कांग्या, पूर्व के ए कार्यापा करित के हिम्माद करातु है सुकरात इसके व्यवस्थान हे ब्रह्मसामाने पर कराह क्षणाना करित है विकास कराति है कि समान विकास कराता है ।

ારા પ્રાપ્ત કર્યા કરિકામ પ્રાપ્ત કર્યા હતું છે. તે કુલ કર્યા કરાય કર્યા કરિકામાં લાક કર્યા છે. જે કર્યા હતું છ ત્રિકામાં કે કે કે ક્ષેત્રા કર્યા કર્યા હતું કે કર્યા કર્યા હતું કર્યા હતું છે. તે કર્યા કર્યા હતું છે છે છે ક ત્રિકામ માલક કર્યા હતું છે. કાં ક્ષેત્ર કર્યા કર્યા કર્યા હતું કર્યા હતું કર્યા કર્યા હતું છે. જે કર્યા હતું છ

THE SHOP OF SHIPPING



POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, Horace A. Nabers, III

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 15th day of January, 2025



Corporate Seals

UNITED CASUALTY AND SURETY INSURANCE COMPANY US Casualty and Surety Insurance Company United Surety Insurance Company

R. Kyle Fowler

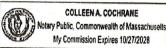
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts County of Suffolk ss:

On this 15th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct. WITNESS my hand and seal.

(Seal)



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 27 mday of

Alurch 2021

Robert F Thomas President

Corporate Seals

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

Magazin to the same · Standar Jan .

and the fifther a the anomaly man, and the second

villade de la Marentalia de la co Satisful franciscus tradición com la companion de como contrata de país de país de particion para la color la deser

4.4 · ` ` in the market by the trains

The state of the state of

and the control of the property of the control of t

and in the contract of the con

And the second of the second o

ျဖစ္သည္။ ေရးျပည္သည့္သည့္။ အေျပညာ ရက္ေကာင္းေကြေသည့္အေရြေသက်ရေသာကို အရည္ေပးေပးျပည္သည့္ သည္။ ကို ေကြာက္ခ်ေတာ္လြက္ေတြ႔ ရည္ေပးျပည္ကို မြန္မေ

The transfer of the second of

The control of the control of the theory of surface the control of at an as me ye iyo me sola masanda me jihadi dibasiya onomi sime setamingilar siloogi me me o gorong gorong ma

E - File of this end this end

a kan taun mengataki mengantaki mendaka an alam mengan mengankan mengangki mengan in menganjak ki jan kan kina Man Mendalan kahir semberik mengan mengan mengan mengan mengangki mengan mengan seman jenggan semberan pengan

WALL OF VIEW STA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara 3 27 1 2025 before me, VATSAL Here Insert Name and Title of the Officer personally appeared Horace A. Nabers III 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. VATSAL A. PATEL WITNESS my hand and official seal. COMM. #2393175 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY
My Comm. Exp. March 01, 2026 Place Notary Seal Above OPTIONAL ' Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Signer's Name: ☐ Corporate Officer — Title(s): _ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: Signer Is Representing: _ Signer Is Representing:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tl	is certificate does not confer rights t	o the	cert	tificate holder in lieu of s			<i></i>					
PRODUCER						CONTACT NAME: Todd George						
ı	uchard Insurance for WBS - TG				PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 FAX (A/C, No):							
	Box 6090 arwater, FL 33758-6090				E-MAIL ADDRESS: certrequest@gowbs.com							
0.001.Wato1, 1.2.001.00.0000							SURER(S) AFFOR	RDING COVERAGE			NAIC#	
								rance Company			16535	
INSURED						ERB:		- , ,				
	kforce Business Services CA, LLC Labor Cor	ntracto	or, for	co-employees of: Barth	INSURE							
	ifing Company Inc 1 Manatee Ave. West Ste 600				INSURE							
	denton, FL 34205-6708				INSURE							
\Box	VERAGES CER	TIEI	CATI	E NUMBER: 24FL0798802	INSURE	EKF:		REVISION NUI	MDED:			
_						N ISSUED TO				HE POI	ICY PERIOD	
l IN	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS											
	ERTIFICATE MAY BE ISSUED OR MAY							D HEREIN IS SU	BJECT TO	ALL .	THE TERMS,	
INSR	XCLUSIONS AND CONDITIONS OF SUCH		SUBR		BEEN							
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT	S		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENT		\$		
	CLAIMS-MADE OCCUR							PREMISES (Ea occi		\$		
								MED EXP (Any one	person)	\$		
								PERSONAL & ADV	INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC	GATE	\$		
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$		
	OTHER:									\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	ELIMIT	\$		
	ANY AUTO							BODILY INJURY (P	er person)	\$		
	OWNED SCHEDULED AUTOS							BODILY INJURY (Po	er accident)	\$		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	GE	\$		
	7,0,00 0,12									\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	CE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$		
	DED RETENTION \$	1								\$		
	WORKERS COMPENSATION							X PER STATUTE	OTH- ER	Ť		
١.	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDE		\$	1.000.000	
A	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	WC 58-18-642-10		12/31/2024	12/31/2025	E.L. DISEASE - EA I			1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL		\$	1,000,000	
	BEGGIN HON OF OF ENAMONO BEIOW							E.E. DIGENGE 1 GE	LIOT LIMIT	Ψ	.,000,000	
				Location Coverage Peri	od:	12/31/2024	12/31/2025	Client# 05428	37			
					ou.	12/01/2021	12/01/2020	00120	<i>5</i> .			
DES	 CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORE	D 101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requir	ed)				
l	Barth Roofing Comp	any	Inc	,	#7005	58						
only	those co-employees 4384 W Pinenaven	Drive	:		Emer	son Elementary	School Roof R	epiacement				
of, b	ut not subcontractors Tracy, CA 95304											
```												
_												
	orsements: Waiver of Subrogation, 30 d	lays ı	writte	n cancel notice (10 days								
	non payment of premium)											
CE	RTIFICATE HOLDER				CAN	CELLATION						
	Ookland Halfield Calcal District	<b>~</b> t			gur	OHI D ANV OF	THE AROVE D	ESCRIBED POLIC	SIES BE CA	ANCELI	ED REFORE	
	Oakland Unified School Distri 955 High Street	CI						EREOF, NOTICE				
	Oakland, CA 94601							Y PROVISIONS.				
	,											
ОНТИА						RIZED REPRESE	NTATIVE					



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to							require an endo	orsement	. Ast	atement on	
	DUCER				CONTA NAME:							
	isure Partners West Coast Insurand	e S	ervic	es, LLC	PHONE (A/C, No, Ext): 408-387-5200 (A/C, No):							
	50 W Corporate Way #1 aheim CA 92801				E-MAIL ADDRESS: WestCerts@acrisure.com							
,					INSURER(S) AFFORDING COVERAGE				NAIC#			
				License#: 6009644	INSURE		. ,	Insurance Com	pany, Inc.		23140	
INSU				BARTROO-02				Insurance Com			38342	
Bai	rth Roofing Company Inc 34 W Pinehaven Dr.				INSURE	RC:						
	icy CA 95304				INSURE	RD:						
	•				INSURE	RE:						
					INSURE	RF:						
				NUMBER: 1889085234				REVISION NUI				
IN CI	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES	OR OTHER I S DESCRIBEI	DOCUMENT WITH D HEREIN IS SU	H RESPECT TO	CT TO Y	WHICH THIS	
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT			
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Υ		AES1217347 03		12/16/2024	12/16/2025	EACH OCCURRENT DAMAGE TO RENT PREMISES (Ea occ	ED	\$ 1,000 \$ 100,0	,	
								MED EXP (Any one		\$ 5,000		
								PERSONAL & ADV	INJURY	\$ 1,000	,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$ 2,000	,000	
	POLICY X PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$ 2,000	,000	
В	OTHER: AUTOMOBILE LIABILITY			BA040000058819		5/1/2024	5/1/2025	COMBINED SINGLE	E LIMIT	\$1,000	000	
	X ANY AUTO			BA040000038819		3/1/2024	3/1/2023	(Ea accident) BODILY INJURY (P	er nerson)	\$ 1,000		
	OWNED SCHEDULED							BODILY INJURY (P				
	X HIRED X NON-OWNED							PROPERTY DAMAG	,	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)		\$		
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	<u></u>	\$		
	DED RETENTION\$									\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDE	NT	\$		
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA	EMPLOYEE	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POI	LICY LIMIT	\$		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Emerson Elementary School Roof Rep				le, may b	e attached if more	e space is requir	ed)				
Oal	kland Unified School District are added a	ıs ad	dition	al insured as required by v	vritten o	contract for Ge	eneral Liabilit	v. per attached.	General L	.iabi <b>l</b> itv	evidenced	
her	ein is Primary & Non-Contributory to oth Cancellation to Others is provided in acc	er ins	suran	ce available to the addition	al insu	reds as requir	ed by written	contract, per att	ached, Th	nirty (30	) Day Notice	
CEI	RTIFICATE HOLDER				CANO	CELLATION						
	Oakland Unified School Dis 955 High Street	strict			SHC THE ACC	OULD ANY OF T EXPIRATION CORDANCE WI	I DATE THE	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.				
	Oakland CA 94601				AUTHORIZED REPRESENTATIVE							



DIVISION	N OF F	ACILITIE	S PI	ANNIN	IG AND MANA	GEMENT I	ROUTI	NG F	OR	М	
				Project I	nformation						
Project Name	ect Name Emerson Elementary School Roof Replacement Site 115										
				Basic D	Directions						
Services cannot be pro	vided unt	il the contrac	t is aw		e Board <u>or</u> is entere by the Board.	ed by the Super	rintenden	t purs	uant to	o authority	
Attachment Checklist					ncluding certificates a ertification, unless ve			act is	over \$	15,000	
				Contracto	r Information						
Contractor Name	Barth Roofing Company, Inc. Agency's Contact Shanon Barth										
OUSD Vendor ID#	New				Title	Manager	1				
Street Address	4384 W	Pine Haven [	Or.		City	Tracy	State	CA	Zip	95304	
Telephone	209 833	3-9917			Policy Expires						
Contractor History	Previous	sly been an O	USD co	ontractor?	Yes X No	Worked as an	OUSD en	nploye	∍? 🔲	Yes 🛛 No	
OUSD Project #	70058										
		Ter	m of	Original,	Amended Con	tract					
Date Work Will Begin effective date of contract)	(i.e., 0	6-05-2025			Il End By (not more than 5 years from start date; ontracts, enter planned completion date)  08-05-2025				25		
			New	Date of Co	ontract End (If Any)	<u> </u>					
		Com	pens	ation/Re	vised Compens	sation					
If New Contract, Tota Price (Lump Sum)	If New Contract, Total Contract Price (Not To Price (Lump Sum) \$572,712.00 Exceed)										

Compensation/Revised Compensation								
\$572,712.00	If New Contract, Total Contract Price (Not To Exceed)	\$						
\$	If Amendment, Change in Price	\$						
	Requisition Number							
	-	\$572,712.00 If New Contract, Total Contract Price (Not To Exceed)  \$ If Amendment, Change in Price						

#### **Budget Information** If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. **Funding Source Object Code** Resource # **Org Key** Amount 9914/9073 **Deferred Maint Fd** 140-9914-0-9073-8500-6273-115-9880-9000-9999-99999 \$572,712.00 6273

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings & Grounds				
	Signature Marc WHITE (Marc 27, 2025, 14:47 PDT)		Date Approved	Mar 27, 2025	
2.	OUSD Counsel, Facilities				
	Signature James Traber		Date Approved	03/27/2025	
	Chief Systems & Services Officer				
3.	Signature Preston Thomas (Mar 27, 2025 14:59 PDT)		Date Approved	Mar 27, 2025	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		