

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



## Memo (Bid Award)

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer Marc White, Director of Buildings and Grounds Department
<b>Board Meeting Date</b>	April 23, 2025
<b>Subject</b>	Agreement Between Owner and Contractor – Barth Roofing Company, Inc. – Emerson Elementary School Roof Replacement Project – Buildings & Grounds Department
<b>Action Requested</b>	Approval by the Board of Education of the Agreement Between Owner and Contractor, by and between the District and <b>Barth Roofing Company, Inc., Tracy, CA</b> , for the demolition of the existing roofing system and the installation of a new two-ply torch-down roof for the <b>Emerson Elementary School Roof Replacement Project</b> , in the amount of <b>\$572,712.00</b> , which includes a contingency allowance of <b>\$40,000.00</b> , as the lowest responsive bidder, with the work anticipated to commence on <b>June 6, 2025</b> , and required to be completed within sixty days (60), with an anticipated ending of <b>August 5, 2025</b> .
<b>Discussion</b>	Contractor was selected through competitive bidding. (Public Contract Code § 22034).
<b>LBP (Local Business Participation Percentage)</b>	00.00%
<b>Recommendation</b>	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.
<b>Fiscal Impact</b>	Fund 140 Deferred Maintenance
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Contract Justification Form</li> <li>• Agreement, Bonds, and Other Contract Documents</li> <li>• Certificate of Insurance</li> <li>• Routing Form</li> </ul>



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every  
Agenda Contract.**

**Legislative File ID No.**    25-0846

**Department:**    Buildings & Grounds Department

**Vendor Name:**    Barth Roofing Company, Inc.

**Project Name:**    Emerson Roof Replacement

**Project No.:**    70058

**Contract Term:** Intended Start:    June 6, 2025

Intended End:    August 5, 2025

**Total Cost Over Contract Term:**    \$572,712.00

**Approved by:**    Marc White

**Is Vendor a local Oakland Business or has it met the requirements 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 lowest responsible and responsive bid.

**Summarize the services or supplies this contractor or vendor will be providing.**

Barth Roofing Company, Inc. will demolish existing roofing system, replace, and install a new two-ply torch-down roof for 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), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – 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*
- ☐ 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:

- ☐ 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:

- ☐ 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 **June 6, 2025**, 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 KAHUA, INC. 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 incorporated CA 4384 W. Pine Haven  
Tracy CA 95304

Signature: [Signature]

Name: W. Scott Barth

Date: 03/25/2025

(Chairman, Pres., or Vice-Pres. President

Signature [Signature]

Name: Shannon Barth

Date: 03/25/2025

(Secretary, Asst. Secretary, CFO, or Asst.  
Treasure) Secretary

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jennifer Brouhard, President, Board of Education

Date

Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education

Date

M. White  
MARC WHITE (Mar 27, 2025 14:47 PDT)

Mar 27, 2025

Marc White, Director, Buildings & Grounds

Date

**Approved As To Form:**

James 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 address of the Contractor and sign  
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 Barth 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 :

<u>Five hundred thirty-two thousand seven hundred twelve</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$532,712<sup>00</sup></u>
<u>Forty Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$40,000.00</u>

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

**BID FORM**  
**DOCUMENT 00 31 01**

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

**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 Drive*  
*Tracy, CA 95304*

Our Public Liability and Property Damage Insurance is placed with:

*Associated Industries Insurance Company, Inc.*

Our Workers' Compensation Insurance is placed with:

*Zurich-American Insurance Company*

{SR799810}2

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

BID FORM  
 DOCUMENT 00 31 01

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. <u>1</u>	Date <u>02/11/2025</u>	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, Inc.

Business Address: 4304 W. Pine Haven Drive Tracy, CA 95304

{SR799810}3

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

BID FORM  
DOCUMENT 00 31 01

Telephone Number: 209-933-9917

California Contractor License No.: 700030

Class and Expiration Date: C39, B ; 06/30/2025

Public Works Contractor Registration No.: 1000001384

State of Incorporation, if Applicable: California

**INDIVIDUAL:**

Dated: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Name)

**PARTNERSHIP:**

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Name)

General Partner

**CORPORATION:**

Evidence of authority to bind corporation is attached.

Dated: 03/05, 2025

Signature: W S Barth  
William S. Barth (Name)  
President (Chairman, Pres., or Vice-Pres.)

Signature: Shanon Barth  
Shanon Barth (Name)  
Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

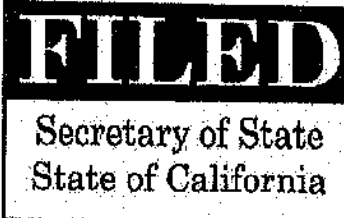
{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT  
EMERSON ELEMENTARY SCHOOL  
ROOF REPLACEMENT  
PROJECT NO. 70958  
FEBRUARY 6, 2025

**BID FORM**  
**DOCUMENT 00 31 01**



**California Secretary of State  
Electronic Filing**



**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:
  - a. 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 [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) to verify 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.

{SR798944} 1

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

**BID BOND**  
**DOCUMENT 00 40 00**



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 4th day of March, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Barth Roofing Company, Inc.  
(Principal) *Shannon Barth*  
*Shannon 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: *David F. Druml*  
David F. Druml, Attorney-in-Fact

The rate or premium of this bond is -0- per thousand, the total amount of premium charged, \$ -0- dollars.

(The above must be filled in by Corporate Surety).

{SR798944}2

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

BID BOND  
DOCUMENT 00 40 00



## 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

( \$2,000,000.00 ). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 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 1<sup>st</sup> 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



Corporate Seals

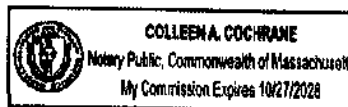
R. Kyle Fowler  
R. Kyle Fowler, Treasurer

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.

Colleen A. Cochrane (Seal)  
Notary Public 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 4th day of

March, 2025

Corporate Seals



Robert F. Thomas  
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)

**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.

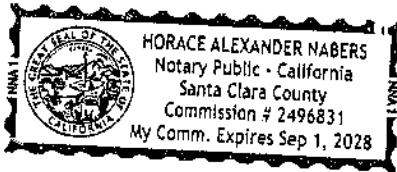
State of California )

County of San Mateo )On 3/4/2025 before me, Horace Alexander Nabers  
Date Here Insert Name and Title of the Officerpersonally appeared David F. Druml  
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.

Signature Horace Alexander Nabers  
Signature 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: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Emerson Elementary School Roof Replacement  
The undersigned declares:

I am the Secretary of Barth Roofing Company, Inc., the party making the foregoing bid or proposal ("Bid").

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, 2025 at Tracy [city], CA [state].

  
Signature

Shannon Barth; 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: Oakland Unified School District

Contract: Emerson Elementary School Roof Replacement Project

I, Shanon Burth, declare that I am the Secretary  
[insert title] of Burth Roofing Company, Inc., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Burth Roofing Company, Inc. [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Burth Roofing Company, Inc. [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on 03/05 2025 at Tracy [city],  
CA [state].

Date: 03/05/2025

  
Signature  
Print Name: Shanon Burth  
Print Title: Secretary

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

SUFFICIENT FUNDS DECLARATION  
DOCUMENT 00 11 13

**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


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

FINGERPRINTING NOTICE &  
ACKNOWLEDGING CERTIFICATE  
DOCUMENT 00 43 00

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: 03/05/2025

  
Signature

Name: Shanon Barth

Title: Secretary

**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code sections 2202-2208)**


**DOCUMENT 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 **one** 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).)

<i>Bidder Name/Financial Institution (Printed)</i> Barth Roofing Company, Inc.		<i>Federal ID Number (or n/a)</i> 71- 0974022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Sharon Barth ; Secretary		
<i>Date Executed</i> 03/05/2025	<i>Executed in</i> Troy, CA	

**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.

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

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

IRAN CONTRACTING  
DOCUMENT 00 40 04



*Printed Name and Title of Person Signing*

*Date Executed*

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

{SR798838}

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 5 years 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

QUESTIONNAIRE REGARDING  
QUALIFICATIONS AND EXPERIENCE  
DOCUMENT 00 21 00

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.

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

a. \_\_\_\_\_

b. \_\_\_\_\_

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. \_\_\_\_\_

b. \_\_\_\_\_

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

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

{SR798942} 1

PERFORMANCE BOND  
DOCUMENT 00 61 00



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.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 27th day of March, 2025, 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)

4384 W. Pine Haven Drive  
Tracy, CA 95304

\_\_\_\_\_  
(Business Address)

By:   
Sharon Barth, Secretary

**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**



\_\_\_\_\_

The rate of premium on this bond is \$25/\$15/\$10 per thousand.

The total amount of premium charged is \$ 9,227.00.

The above must be filled in by Corporate Surety.

{SR798942}3

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

PERFORMANCE BOND  
DOCUMENT 00 61 00





## 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**

( \$2,000,000.00 ). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 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 1<sup>st</sup> 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



Corporate Seals

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

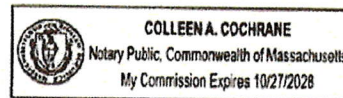
R. Kyle Fowler  
R. Kyle Fowler, Treasurer

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.

Colleen A. Cochrane (Seal)  
Notary Public 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 27<sup>th</sup> day of

Corporate Seals



Robert F. Thomas  
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)



1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962

1-1-1962



**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 )

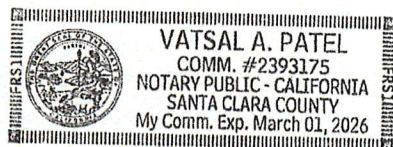
County of Santa Clara )On 03/27/2025 before me, VATSAL A. PATEL, NOTARY PUBLIC.  
Date Here Insert Name and Title of the Officerpersonally appeared Horace A. Nabers III

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.



Signature

Signature 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: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

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

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

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 **June 6, 2025**, 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 27th day of March, 2025.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

**Barth Roofing Company, Inc.**  
Principal

4384 W. Pine Haven Drive  
Tracy, CA 95304

*Sharon Barth*  
Sharon Barth, Secretary

**United Surety Insurance Company**  
Surety

303 Congress Street, Suite 502  
Boston, MA 02210

By: *Horace A. Nabers III*  
Attorney-in-Fact

Horace A. Nabers III, Attorney-in-Fact

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.

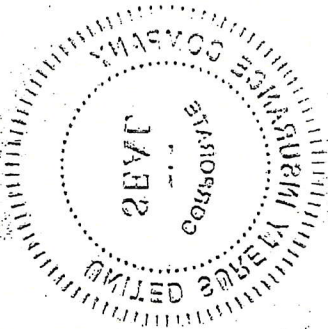
{SR798938}2

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

PAYMENT BOND  
DOCUMENT 00 61 01

U.S. DEPARTMENT OF COMMERCE  
BUREAU OF ECONOMIC ANALYSIS  
WASHINGTON, D. C. 20540

OFFICE OF THE DIRECTOR  
WASHINGTON, D. C. 20540



MEMORANDUM FOR THE DIRECTOR

DATE: 1/15/60  
SUBJECT: [Illegible]

FROM: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]





## 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**

( **\$2,000,000.00** ). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 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 1<sup>st</sup> 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



Corporate Seals

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

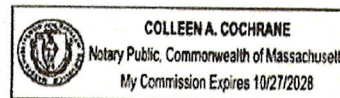
R. Kyle Fowler  
R. Kyle Fowler, Treasurer

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.

Colleen A. Cochrane (Seal)  
Notary Public 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.

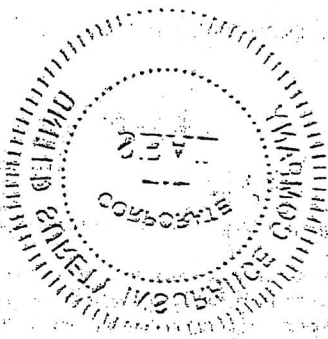
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 27<sup>th</sup> day of

Corporate Seals



Robert F. Thomas  
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)



[Faint, mostly illegible text covering the middle section of the page, possibly a letter or report.]

WILLIAM W. HARRIS

1945



**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 )

On 03/27/2025 before me, VATSAL A. PATEL, NOTARY PUBLIC.  
Date Here Insert Name and Title of the Officer

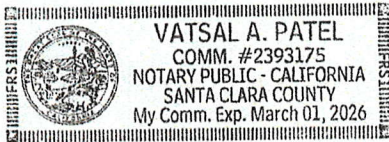
personally appeared Horace A. Nabers III

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.



Signature

[Signature]  
Signature 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: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ 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).

<b>PRODUCER</b> Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	<b>CONTACT NAME:</b> Todd George <b>PHONE (A/C, No, Ext):</b> (866) 293-3600 ext. 623 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certrequest@gowbs.com														
<b>INSURED</b> Workforce Business Services CA, LLC Labor Contractor, for co-employees of: Barth Roofing Company Inc 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich-American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich-American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich-American Insurance Company	16535														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:**24FL079880261**REVISION NUMBER:**

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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> N <input type="checkbox"/> A	<b>WC 58-18-642-10</b>	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				<b>Location Coverage Period:</b>	12/31/2024	12/31/2025	<b>Client# 054287</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:  
Barth Roofing Company Inc  
4384 W Pinehaven Drive  
Tracy, CA 95304  
#70058  
Emerson Elementary School Roof Replacement

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

**CERTIFICATE HOLDER**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# 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. 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).

<b>PRODUCER</b> Acrisure Partners West Coast Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801	<b>CONTACT NAME:</b> Sara Pickens <b>PHONE (A/C, No, Ext):</b> 408-387-5200 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> WestCerts@acrisure.com
<b>INSURED</b> Barth Roofing Company Inc 4384 W Pinehaven Dr. Tracy CA 95304	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Associated Industries Insurance Company, Inc. <b>INSURER B:</b> California Automobile Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
License#: 6009644 BARTROO-02	<b>NAIC #</b> 23140 38342

**COVERAGES****CERTIFICATE NUMBER:** 1889085234**REVISION NUMBER:**

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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	AES1217347 03	12/16/2024	12/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA040000058819	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Emerson Elementary School Roof Replacement - Project #:70058.

Oakland Unified School District are added as additional insured as required by written contract for General Liability, per attached. General Liability evidenced herein is Primary & Non-Contributory to other insurance available to the additional insureds as required by written contract, per attached. Thirty (30) Day Notice of Cancellation to Others is provided in accordance with the policies provisions including 10-day notice for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
955 High Street  
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Emerson Elementary School Roof Replacement</b>	<b>Site</b>	<b>115</b>
---------------------	---	-------------	------------

### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

### Contractor 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70058						

### Term 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)	

### Compensation/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	140-9914-0-9073-8500-6273-115-9880-9000-9999-99999	6273	\$572,712.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Buildings &amp; Grounds</b>				
	Signature <u>Marc White</u> MARC WHITE (Mar 27, 2025 14:47 PDT)	Date Approved		Mar 27, 2025	
2.	<b>OUSD Counsel, Facilities</b>				
	Signature <u>James Traber</u>	Date Approved		03/27/2025	
3.	<b>Chief Systems &amp; Services Officer</b>				
	Signature <u>Preston Thomas</u> Preston Thomas (Mar 27, 2025 14:59 PDT)	Date Approved		Mar 27, 2025	
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			