

BID FORM AND PROPOSAL (ADDENDUM 2)

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

From: Barth Roofing Company, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 2026-3, for the following project known as:

Hoover Middle School Re-Roofing Project 2026-3

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

<u>one hundred ninety-two thousand</u> dollars \$ <u>192,000⁰⁰</u>
TOTAL BASE BID
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).</i>

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

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

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
<u>1</u>	<u>Roof Decking</u>	<u>Sq. Ft.</u>	<u>1</u>	\$ <u>25</u>	\$ <u>25</u>
<u>2</u>	<u>Fascia Board</u>	<u>Lineal Foot</u>	<u>1</u>	\$ <u>30</u>	\$ <u>30</u>

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

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

Task/Work	Allowance Value

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

11. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3/24/20</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4/7/20</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

12. Bidder acknowledges that the license required for performance of the Work is a C-39 license.
13. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
14. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

15. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
19. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

[SIGNATURE ON FOLLOWING PAGE]

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

Dated this 15th day of April, 20 20

Name of Bidder: Barth Roofing Company, Inc.

Type of Organization: Corporation

Signature: [Signature]

Print Name: Shanon Barth

Title: Secretary

Address of Bidder: 400 Mossdale Road La Thrup, CA 95330

Taxpayer Identification No. of Bidder: 71-0974022

Telephone Number: 209-833-9917

Fax Number: 209-833-8096

E-mail: Shanon@barthroofing.com Web Page: _____

Contractor's License No(s): No.: 760030 Class: C39, B Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000001384

END OF DOCUMENT

MERCED CITY SCHOOL DISTRICT



ADDENDUM #1

Issued 3-24-26

Bid Date 4-16-26 @ 2:30 pm

Hoover Middle School Re-Roofing Project 2026-3

This addendum to the bid package (contract documents) issued on the above date sets forth changes and amendments to the previously published description of work for this project. Questions regarding the following listed changes should be directed to Merced City School District, (209) 385-6694.

Item #1 – The mandatory pre bid meeting for this project is March 31, 2026 @ 1:00 pm. Modify the invitation to bidders to the below.

11. A mandatory pre-bid conference and site visit will be held on **March 31, 2026**, at 1:00 p.m. at Hoover Middle School 800 E. 26th St. Merced, California. All participants are required to sign in front of the Office Building. The site visit is expected to take approximately one hour. Failure to attend or tardiness will render bid ineligible.

End of addendum 1

Addendum must be signed, dated and returned with bid to confirm receipt and acknowledgment

Signed Shanon Barth

Date 04/15/2026

Print Name Shanon Barth
Secretary





2111 Wardrobe Avenue
Merced, CA 95341
Phone (209) 385-6332



Facilities Services Department

ADDENDUM #2

Issued 4-7-26

Bid Date 4-16-26 @ 2:30 pm

Hoover Middle School Re-Roofing Project 2026-3

This addendum to the bid package (contract documents) issued on the above date sets forth changes and amendments to the previously published description of work for this project. Questions regarding the following listed changes should be directed to Merced City School District, Steven Whitaker swhitaker@mcsd.k12.ca.us (209) 385-6332.

Item #1 – The pre bid meeting sign in sheet is attached as part of addendum 2

Item #2 – All references to the Project / Contract Number shall be 2026-3

Item #3 – The Bid Form has been revised to remove the contingency or allowance to be added to the base bid. The total bid price will not include a contingency or allowance amount. Use the revised Addendum 1 Bid Form

Item #4 – Modify the Instructions to Bidders, Document 00 21 13, Item # 21, on Page 6. All questions are to be submitted to Merced City School District Steven Whitaker @ swhitaker@mcsd.k12.ca.us

Item #5 – Modify all references to the contract time for this project. The contract time will be sixty (60) days

Item #6 – Remove Section 01 11 00 Summary of Work and Add Addendum 2 Section 01 11 00 Summary of Work

Addendum must be signed, dated and returned with bid to confirm receipt and acknowledgment

Signed Shanon Barth

Date 04/15/2020

Print Name Shanon Barth
Secretary



End of addendum 2

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Ten Percent of the Amount Bid Dollars (\$ 10%)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the
District for all Work specifically described in the accompanying bid for the following project: Hoover Middle School Re-Roofing Project 2026-3 ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required
under the Contract Documents, after the prescribed forms are presented to Principal for signature,
enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds,
one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as
required by law, and meets all other conditions to the Contract between the Principal and the Oblige
becoming effective, or if the Principal shall fully reimburse and save harmless the Oblige from any
damage sustained by the Oblige through failure of the Principal to enter into the written contract and
to file the required performance and labor and material bonds, and to meet all other conditions to the
Contract between the Principal and the Oblige becoming effective, then this obligation shall be null and
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above
shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the
District's Notice of Award to Principal.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 15th day of April, 2026.

Barth Roofing Company Inc

Principal

By

United Surety Insurance Company

Surety

By

David F. Druml, Attorney-in-Fact

Name of California Agent of Surety

1135 Farragut Boulevard
Foster City, CA 94404

Address of California Agent of Surety

(866) 243 - 2663

Telephone Number of California Agent of Surety

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

END OF DOCUMENT



171614

POWER OF ATTORNEY

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 Five Million & 00/100 Dollars (\$5,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 17th day of July, 2025



Corporate Seals

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

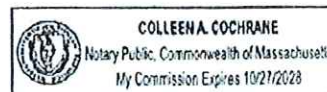
R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 17th day of July, 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 15th day of

Corporate Seals



Robert F. Thomas
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: 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.

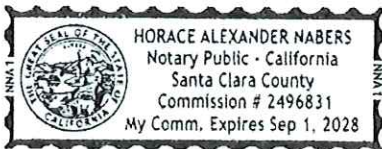
State of California)

County of San Mateo)On 4/15/2020 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 _____
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: _____

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

PROJECT: Hoover Middle School Re-Roofing Project 2026-3

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

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

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

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

no subcontractors
 Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 04/15/2020

Proper Name of Bidder: Barth Roofing Company, Inc.

Signature: Shanon Barth

Print Name: Shanon Barth

Title: Secretary

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Hoover Middle School Re-Roofing Project 2020-3

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

X I certify that Kevin Cable (Bidder's representative) visited the Site of the proposed Work, received the attached 0 pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Merced City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 04/15/2020
Proper Name of Bidder: Barth Roofing Company, Inc.
Signature: Shanon Barth
Print Name: Shanon Barth
Title: Secretary



ATTACHMENTS:

- 1.
- 2.
- 3.

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Secretary of Barth Roofing Co. Inc., the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/15/2020, [Date]

at Lathrop, CA.
[City] [State]

Date:

Proper Name of Bidder:

Signature:

Print Name:

Title:

END OF DOCUMENT