

Board Office Use: Legislative File Info.	
File ID Number	26-1332
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Marc White, Director of Buildings & Grounds

Board Meeting Date June 24, 2026

Subject Agreement Between Owner and Contractor – Luna’s Grading & Paving – Bret Harte Middle School Asphalt Replacement Project – Department of Buildings & Grounds

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and **Luna’s Grading and Paving**, San Jose, CA, for the latter to provide construction services which include asphalt pavement removal and replacement for the reconstruction of the driveway from the street to the loading dock fence and upper driveway for the **Bret Harte Middle School Asphalt Replacement Project**, in the amount of **\$274,000.00**, which includes a contingency allowance of **\$35,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 25, 2026**, and required to be completed within thirty-six days (36), with an anticipated ending of **July 31, 2026**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code §22037).

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Luna’s Grading and Paving, San Jose, CA, for the latter to provide construction services which include asphalt pavement removal and replacement for the reconstruction of the driveway from the street to the loading dock fence and upper driveway for the Bret Harte Middle School Asphalt Replacement Project, in the amount of \$274,000.00, which includes a contingency allowance of \$35,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 25, 2026, and required to be completed within thirty-six days (36), with an anticipated ending of July 31, 2026.

Fiscal Impact Fund 140 Deferred Maintenance

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 26-1332

Department: Buildings and Grounds

Vendor Name: Luna's Grading and Paving

Project Name: Bret Harte MS Asphalt Replacement

Project No.: 70074

Contract Term: Intended Start: June 25, 2026

Intended End: July 31, 2026

Total Cost Over Contract Term: \$274,000.00

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?

Luna's Grading and Paving was selected by the District as the lowest responsible and responsive bid.

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

Luna's Grading and Paving will provide construction services which include asphalt pavement removal and replacement for the reconstruction of the driveway from the street to the loading dock fence and upper driveway for the Bret Harte Middle School Asphalt 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?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/26)
- 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 \$119,100 or less (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- 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 \$119,100 (as of 1/1/26)
- 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 25, 2026**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **LUNA’S GRADING AND PAVING**, 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 and described as: Luna’s Grading and Paving, shall provide construction services which involves asphalt pavement removal and replacement at Bret Harte site, including reconstruction of approximately 12,000 SF of driveway pavement from the street to the loading dock fence, resurfacing of approximately 20,000 SF of existing pavement, and seal coat and restriping of approximately 10,000 SF of parking areas. Work also includes saw cutting and demolition of existing asphalt and base, subgrade preparation, installation of new aggregate base and hot mix asphalt, utility adjustments, implementation of dust control measures, traffic control, and protection and repair of adjacent improvements including City sidewalk as required. The Scope also includes proper transportation and disposal of contaminated soil at the driveway, and coordination with applicable regulatory agencies for required approvals and documentation to ensure compliance with environmental regulations.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

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 thirty-six (36) 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 25, 2026**, in which case the deadline for Completion would be **July 31, 2026**.

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 **TWO HUNDRED SEVENTY-FOUR THOUSAND DOLLARS NO/100 (\$274,000.00)** 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 **THIRTY-FIVE THOUSAND DOLLARS NO/100 (\$35,000.00)** 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 requires Contractor to 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:

LUNA’S GRADING AND PAVING

Signature: Rafael Luna Jr

Name: Rafael Luna Jr

Date: 05/26/26

(Chairman, Pres., or Vice-Pres. Owner)

Signature Rafael Luna Jr

Name: _____

Date: _____

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) _____

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education

Date

**Denise Gail Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education**

Date



Jun 4, 2026

[Preston Thomas \(Jun 4, 2026 19:41:44 PDT\)](#)

Preston Thomas, Chief Systems & Services Officer

Date

Approved As To Form:



6/4/2026

OUSD Facilities Legal Counsel

Date

1088147

CALIFORNIA CONTRACTOR'S
LICENSE NO.

03/31/2028

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.

**Oakland Unified School District
Division of Facilities Planning and Management**

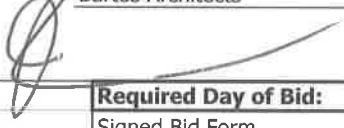
BID OPENING TABULATION SHEET

School: Bret Harte Middle School
 Project: Asphalt Replacement
 Project #: 70074
 Estimate: \$350,000

Date: Tuesday, May 12, 2026
 Time: 2:00 p.m.
 Project Mgr: Marcus Board
 Architect: Bartos Architects

Signature of Witness to Bid

Signature of Bid Opener

Company: Lunas Grading and Paving	Base Bid: \$ 239,000.00		Required Day of Bid:	
Address: 5418 Lean Avenue	Allowance: \$ 35,000.00		Signed Bid Form	X
City/State: San Jose, CA 95123	TOTAL: \$ 274,000.00		Addendum Acknow.	X
Phone: 510-861-4470	Allowance:		Bid Bond	X
Fax:			Non-Collusion	X
			Iran Contracting Certification	
	<u>Time Submitted</u> <u>Date Submitted</u>		Site Visit Certification	X
	1:54 p.m. 5/12/2026		Contractor's Sub List	X
			Debarment Suspension & Schd Z	
	<u>Time Opened</u> <u>Date Opened</u>		Local Business Participation Form	
	2:06 p.m. 5/12/2026	DVBE Forms		
Company: Apena Engineering	Base Bid: \$ 248,500.00		Required Day of Bid:	
Address: 207 Oakes Blvd.	Allowance: \$ 35,000.00		Signed Bid Form	X
City/State: San Leandro, CA 94577	TOTAL: \$ 283,500.00		Addendum Acknow.	X
Phone: 510-575-2547	Alternates:		Bid Bond	X
Fax:			Non-Collusion	X
			Iran Contracting Certification	
	<u>Time Submitted</u> <u>Date Submitted</u>		Site Visit Certification	X
	1:40 p.m. 5/12/2026		Contractor's Sub List	X
			Debarment Suspension & Schd Z	X
	<u>Time Opened</u> <u>Date Opened</u>		Local Business Participation Form	
	2:10 p.m. 5/12/2026		DVBE Forms	
Company: Forticon, Inc.	Base Bid: \$ 267,985.00		Required Day of Bid:	
Address: 1300 Clay Street, Suite #600	Allowance: \$ 35,000.00		Signed Bid Form	X
City/State: Oakland, CA 94612	TOTAL: \$ 302,985.00		Addendum Acknow.	X
Phone: 510-753-4826	Alternates:		Bid Bond	X
Fax:			Non-Collusion	X
			Iran Contracting Certification	
	<u>Time Submitted</u> <u>Date Submitted</u>		Site Visit Certification	X
	1:30 p.m. 5/12/2026		Contractor's Sub List	X
			Debarment Suspension & Schd Z	
	<u>Time Opened</u> <u>Date Opened</u>		Local Business Participation Form	
	2:15 p.m. 5/12/2026		DVBE Forms	
Company: R&M Paving Contractors, Inc.	Base Bid: \$ 280,000.00		Required Day of Bid:	
Address: 980 Ames Avenue	Allowance: \$ 35,000.00		Signed Bid Form	X
City/State: Milpitas, CA 95035	TOTAL: \$ 315,000.00		Addendum Acknow.	X
Phone: 408-946-2974	Alternates:		Bid Bond	X
Fax: 408-946-8029			Non-Collusion	X
			Iran Contracting Certification	
	<u>Time Submitted</u> <u>Date Submitted</u>		Site Visit Certification	X
	10:35 a.m. 5/12/2026		Contractor's Sub List	X
			Debarment Suspension & Schd Z	
	<u>Time Opened</u> <u>Date Opened</u>		Local Business Participation Form	
	2:22 p.m. 5/12/2026		DVBE Forms	
Company: Silicon Valley Paving, Inc.	Base Bid: \$ 253,729.00		Required Day of Bid:	
Address: 1050 Commercial Street, Suite #101	Allowance: \$ 35,000.00		Signed Bid Form	X
City/State: San Jose, CA 95112	TOTAL: \$ 288,729.00		Addendum Acknow.	X
Phone: 408-286-9101	Alternates:		Bid Bond	X
Fax: 408-286-2488			Non-Collusion	X
			Iran Contracting Certification	
	<u>Time Submitted</u> <u>Date Submitted</u>		Site Visit Certification	X
	1:32 p.m. 5/12/2026		Contractor's Sub List	X
			Debarment Suspension & Schd Z	X

**Oakland Unified School District
Division of Facilities Planning and Management**

BID OPENING TABULATION SHEET

			<u>Time Opened</u> 2:27 p.m.	<u>Date Opened</u> 5/12/2026	Local Business Participation Form DVBE Forms
Company:	BNO Builders, Inc.	Base Bid:	\$ 428,770.00	Required Day of Bid:	
Address:	2290 N First Street, Suite #108	Allowance:	\$ 35,000.00	Signed Bid Form	X
City/State:	San Jose, CA 95131	TOTAL:	\$ 463,770.00	Addendum Acknow.	X
Phone:	669-201-0911	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:23 p.m.	5/12/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:32 p.m.	5/12/2026		
Company:	D's General Engineering	Base Bid:	\$ 301,875.00	Required Day of Bid:	
Address:	6536 Telegraph Avenue, Suite #205B	Allowance:	\$ 35,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94609	TOTAL:	\$ 336,875.00	Addendum Acknow.	X
Phone:	510-706-5711	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:20 p.m.	5/12/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:36 p.m.	5/12/2026		
Company:	NG Builders Company	Base Bid:	\$ 330,000.00	Required Day of Bid:	
Address:	3100 Dutton Avenue, Suite #100	Allowance:	\$ 35,000.00	Signed Bid Form	X
City/State:	Santa Rosa, CA 95407	TOTAL:	\$ 365,000.00	Addendum Acknow.	X
Phone:	707-852-5046	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:18 p.m.	5/12/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:42 p.m.	5/12/2026		
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Written By: La Juana Lewis

Read By: Juanita Hunter

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 Luna's Grading and Paving, 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 **Bret Harte Middle School Asphalt Replacement Project, located at 3700 Coolidge Avenue, Oakland, CA. (the "Contract")**, The scope of work includes as follows: Asphalt pavement removal and replacement at Bret Harte site, including reconstruction of approximately 12,000 SF of driveway pavement from the street to the loading dock fence, resurfacing of approximately 20,000 SF of existing pavement, and seal coat and restriping of approximately 10,000 SF of parking areas. Work includes saw cutting and demolition of existing asphalt and base, subgrade preparation, installation of new aggregate base and hot mix asphalt, utility adjustments, implementation of dust control measures, traffic control, and protection and repair of adjacent improvements including City sidewalk as required. The Scope also includes proper transportation and disposal of contaminated soil at the driveway, and coordination with applicable regulatory agencies for required approvals and documentation to ensure compliance with environmental regulations.

Bid Amount (Base Bid):

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

<u>Two hundred and thirty nine thousand</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>239,000.00</u>
<u>Thirty-five Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>35,000.00</u>
<u>Two hundred and seventy four thousand</u> Dollars <i>Total Base Bid Amount</i>	\$ <u>274,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLACEMENT
PROJECT NO. 70074

BID FORM
DOCUMENT 00 31 01

By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.

Miscellaneous:

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

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

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

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

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

5418 Lean Ave, San Jose, California 95123

Our Public Liability and Property Damage Insurance is placed with:

First Insurance

Our Workers' Compensation Insurance is placed with:

State fund

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. 1 Date 04/21/26

Addendum No. 2 Date 05/04/26

Addendum No. 3 Date 05/05/26

Addendum No. _____ Date _____

{SR799810}2

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: Lunas Grading and Paving
 Business Address: 5418 Lean ave, San Jose, CA 95123
 Telephone Number: 510-861-4470
 Email Address: Lunasgrading@outlook.com
 California Contractor License No.: 1088147
 Class and Expiration Date: Class-A and C-12
 Public Works Contractor Registration No.: 2000013123
 State of Incorporation, if Applicable: _____

INDIVIDUAL:

Dated: May 04, 2026

{SR799810}3

Luna Grading and Paving
Rafael Luna (Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

(Name)
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: _____, 20__

(Name)

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

(Name)

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

BID BOND
DOCUMENT 00 40 00

Bond Number: BB734680

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
LUNA'S GRADING AND PAVING as Principal and
Jet Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Twenty-three Thousand Nine Hundred Dollars (\$ 23,900) 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 Bret Harte Middle School Asphalt Replacement 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
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLACEMENT
PROJECT NO. 70074

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 6th day of May _____, 2026, 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)

LUNA'S GRADING AND PAVING

(Principal)

5418 LEAN AVE, SAN JOSE, CA 95123

(Business Address)

Jet Insurance Company

(Corporate Surety)

6701 Carmel Rd Ste 250 Charlotte, NC 28226

Business Address)

By: David Gonsalves

David Gonsalves, Attorney-In-Fact



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

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

{SR798944}2

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 05/06/2026 before me, Sara Holt
(insert name and title of the officer)

personally appeared David Gonsalves
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 Sara C. Holt (Seal)

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

**JET INSURANCE COMPANY
POWER OF ATTORNEY**

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$23,900.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Silno, President

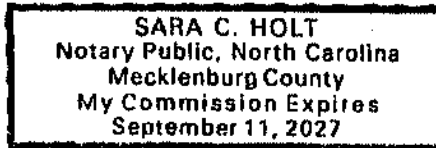
Richard Popp, Secretary

**STATE OF NORTH CAROLINA
County of Mecklenburg**

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.



I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of May, 2026.



Richard Popp, Secretary

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Bret Harte Middle School Asphalt Replacement Project

The undersigned declares:

I am the Owner of Lunas Grading and Paving, 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 05/15, 2020 at San Jose [city], CA [state].

Rafael Luna
Signature

Rafael Luna
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLACEMENT
PROJECT NO. 70074

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: Bret Harte Middle School Asphalt Replacement Project

I, Rafael Luna, declare that I am the owner
[insert title] of Lunas Grading and Paving the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit Lunas Grading and Paving [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 Lunas Grading and Paving [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 May 5th 2026, at San Jose [city],
California [state].

Date: 05/05/2026

Rafael Luna
Signature
Print Name: Rafael Luna
Print Title: owner

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: BXS000045

KNOW ALL MEN BY THESE PRESENTS that we, LUNA'S GRADING AND PAVING, as Principal, and Jet 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 Two Hundred Seventy-four Thousand Dollars (\$ 274,000.00) 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 25, 2026**, for construction of

the Bret Harte Middle School Asphalt Replacement Project, located at 3700 Coolidge Avenue, Oakland, CA 94602 (the "Contract"), The scope of work consists of the asphalt pavement removal and replacement at Bret Harte site, including reconstruction of approximately 12,000 SF of driveway pavement from the street to the loading dock fence, resurfacing of approximately 20,000 SF of existing pavement, and seal coat and restriping of approximately 10,000 SF of parking areas. Work includes saw cutting and demolition of existing asphalt and base, subgrade preparation, installation of new aggregate base and hot mix asphalt, utility adjustments, implementation of dust control measures, traffic control, and protection and repair of adjacent improvements including City sidewalk as required. The Scope also includes proper transportation and disposal of contaminated soil at the driveway, and coordination with applicable regulatory agencies for required approvals and documentation to ensure compliance with environmental regulations.

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

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLACEMENT
PROJECT NO. 70074

PERFORMANCE BOND
DOCUMENT 00 61 00

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 3rd day of June, 2026, 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)

Rafael Luna Jr
(Individual Principal) Rafael Luna Jr.
5418 Lean Ave San Jose
(Business Address)
CA 95123

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

Jet Insurance Company
(Corporate Surety)

6701 Carmel Rd Ste 250 Charlotte, NC 28226
(Business Address)



By: *David Gonsalves*

David Gonsalves, Attorney-In-Fact

The rate of premium on this bond is 2.5 per thousand.

The total amount of premium charged is \$6,850.00.

The above must be filled in by Corporate Surety.
{SR798942;2

OAKLAND UNIFIED SCHOOL DISTRICT
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLACEMENT
PROJECT NO. 70074

PERFORMANCE BOND
DOCUMENT 00 61 00

Corporate Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____,

before me _____,

the undersigned officer, personally appeared _____

who acknowledged himself/herself to be the _____

of _____,

a corporation, and that s/he as such _____,

being authorized to do so, executed the foregoing instrument for

the purposes therein contained by signing the name of the

corporation by himself/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Limited Liability Company Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____,

before me _____,

the undersigned officer, personally appeared _____

who acknowledged himself/herself to be (the manager)

(a member) of _____,

a Limited Liability Company, and in that capacity, being

authorized to do so, executed the foregoing instrument for the

purposes therein contained by signing the name of the Limited

Liability Company by himself/herself as (the manager) (a

member).

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Individual Acknowledgment

State of California

County of Santa Clara

On this, the 3rd day of June, 2026,

before me _____,

the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person(s) whose

name(s) _____ subscribed to the within instrument, and

acknowledged that she/he/they executed the same for the

purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

**See attached
Notary Certificate**

Surety Acknowledgment

State of North Carolina

County of Mecklenburg

On this, the 3rd day of June, 2026,

before me Sara C. Holt

the undersigned officer, personally appeared _____

David Gonsalves

who acknowledged himself/herself to be the Attorney-in-Fact of

Jet Insurance Company

a corporation, and that s/he as such Attorney-in-Fact, being

authorized to do so, executed the foregoing instrument for the

purposes therein contained by signing the name of the

corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.

Sara C. Holt

Sara C. Holt
Notary Public
My Commission Expires September 11, 2027

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

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)

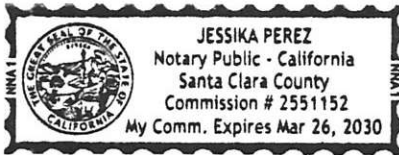
On June 3, 2026 before me, Jessika Perez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rafael Luna Jr
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 Jessika Perez
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: Performance Bond Document Date: No Date

Number of Pages: 3 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: BXS000045

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and LUNA'S GRADING AND PAVING, 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 Bret Harte Middle School Asphalt Replacement Project, located at 3700 Coolidge Avenue, Oakland, CA 94602 (the "Contract"), The scope of work consists of asphalt pavement removal and replacement at Bret Harte site, including reconstruction of approximately 12,000 SF of driveway pavement from the street to the loading dock fence, resurfacing of approximately 20,000 SF of existing pavement, and seal coat and restriping of approximately 10,000 SF of parking areas. Work includes saw cutting and demolition of existing asphalt and base, subgrade preparation, installation of new aggregate base and hot mix asphalt, utility adjustments, implementation of dust control measures, traffic control, and protection and repair of adjacent improvements including City sidewalk as required. The Scope also includes proper transportation and disposal of contaminated soil at the driveway, and coordination with applicable regulatory agencies for required approvals and documentation to ensure compliance with environmental regulations.

which said agreement dated **June 25, 2026** 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 Jet 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 Two Hundred Seventy-four Thousand Dollars (\$274,000.00) 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, shall fail to pay any of the persons named in Civil Code section 9100, or any of the

{SR798938; 1

OAKLAND UNIFIED SCHOOL DISTRICT
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLECEMENT
PROJECT NO. 70074

PAYMENT BOND
DOCUMENT 00 61 01

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 3rd day of June, 2026.

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

LUNA'S GRADING AND PAVING

Principal

Rafael Luma Jr.
RAFAEL LUMA JR.

Jet Insurance Company

Surety

By:

David Gonsalves

Attorney-in-Fact

David Gonsalves



The above bond is accepted and approved this 3rd day of June, 2026.

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
BRET HARTE MIDDLE SCHOOL
ASPHALT REPLECEMENT
PROJECT NO. 70074

PAYMENT BOND
DOCUMENT 00 61 01

Corporate Acknowledgment

State of _____
County of _____

On this, the _____ day of _____, 20____,
before me _____,
the undersigned officer, personally appeared _____,
_____,
who acknowledged himself/herself to be the _____
of _____,
a corporation, and that s/he as such _____,
being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the
corporation by himself/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Limited Liability Company Acknowledgment

State of _____
County of _____

On this, the _____ day of _____, 20____,
before me _____,
the undersigned officer, personally appeared _____,
_____,
who acknowledged himself/herself to be (the manager)
(a member) of _____,
a Limited Liability Company, and in that capacity, being
authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the Limited
Liability Company by himself/herself as (the manager) (a
member).

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Individual Acknowledgment

State of California
County of Santa Clara

On this, the 3rd day of June, 2026,
before me _____,
the undersigned officer, personally appeared _____,
_____,
known to me (or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument, and
acknowledged that she/he/they executed the same for the
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

*See attached
Notary Certificate*

Surety Acknowledgment

State of North Carolina
County of Mecklenburg

On this, the 3rd day of June, 2026,
before me Sara C. Holt,
the undersigned officer, personally appeared _____,
David Gonsalves,
who acknowledged himself/herself to be the Attorney-in-Fact
Jet Insurance Company,
a corporation, and that s/he as such Attorney-in-Fact, being
authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the
corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.

Sara C. Holt
Sara C. Holt Notary Public
My Commission Expires September 11, 2027

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

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.

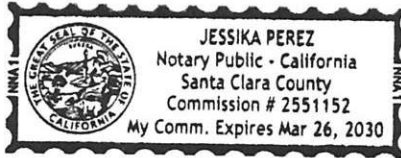
State of California)
County of Santa Clara)

On June 3, 2020 before me, Jessika Perez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Rafael Luna Jr
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 Jessika Perez
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: Payment Bond Document Date: NO DATE
Number of Pages: 3 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: _____

JET INSURANCE COMPANY
POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$274,000.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Silno

Richard Popp

STATE OF NORTH CAROLINA
County of Mecklenburg

Spencer Silno, President

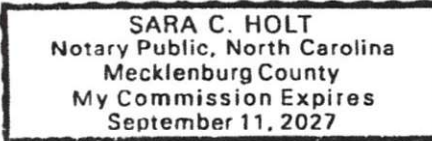
Richard Popp, Secretary

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.



I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of June, 2026



Richard Popp

Richard Popp, Secretary

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and 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. 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).)
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: 06/04/26

Rafael Luna Jr.
Signature

Name: Rafael Luna Jr

Title: owner

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: Lunas Grading and Paving
Supervisor/Foreman Name: Rafael Luna Jr
Start Date: June 25th
Completion Date: July 31st
Location of Work: 3700 Coolidge Avenue, Oakland CA
Hours of Work: 7:00am to 3:30 pm
Length of Time on Grounds: 9.5 hrs
Number of Employees on the Job: 5

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 06/04/26

Signature: Rafael Luna Jr
Typed Name: Rafael Luna Jr
Title: Owner
Contractor: Lunas Grading and Paving

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2026

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).

PRODUCER Coral Point Insurance Services 10755 Scripps Poway Pkwy Suite 603 San Diego CA 92131	CONTACT NAME: Teresa Prettyman PHONE (A/C, No, Ext): (800) 962-0054 FAX (A/C, No): (858) 923-2171 E-MAIL ADDRESS: service@coralpointins.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140
Luna's Grading and Paving 920 W Remington Dr Apt. 5A Sunnyvale CA 94087	INSURER B: Infinity Select Insurance Company 20260 INSURER C: National Liability & Fire Ins Co 2094-1 INSURER D: The North River Insurance Company 21105 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2026-27 #2 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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		AES1266940-00	08/19/2025	08/19/2026	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	AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> AUTOS ONLY			50018393902	06/04/2026	12/04/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N8WC551276	05/30/2026	05/30/2027	PER STATUTE 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
D	CSLB Surety Bond			04-CF641596	01/28/2025	01/28/2029	Limit \$25,000

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

10 Days Non-Payment/30 Days All Others
 Certificate Holder, Oakland Unified School District in Alameda County, Owner, its governing board, officers, agents, trustee, employees, and any other person or entity are named as Additional Insured per letter A per attached endorsement per policy limits and exclusions. Primary and Non Contributory applies. Waiver of Subrogation applies to General Liability and Workers' Compensation.
 RE: PROJECT NAME - Bret Harte MS Asphalt

CERTIFICATE HOLDER Oakland Unified School District (OUSD) 1011 Union Street, Oakland CA 94607	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
---	--

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Bret Harte MS Asphalt Replacement	Site	206
---------------------	-----------------------------------	-------------	-----

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	Luna's Grading and Paving	Agency's Contact	Rafael Luna			
OUSD Vendor ID #	New	Title	President			
Street Address	5418 Lean Avenue	City	San Jose	State	CA	Zip 95123
Telephone	510-861-4470	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 #	70074					

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-25-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-31-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$274,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


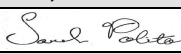

Budget Information

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
9914/9088	Fund 140	140-9914-0-9088-8500-6274-206-9880-0000-9999-99999	6273	\$274,000.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings & Grounds				
	Signature 	Date Approved	Jun 4, 2026		
	Preston Thomas (Jun 4, 2026 19:41:44 PDT)				
2.	General Counsel, Facilities				
	Signature 	Date Approved	6/4/2026		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	Jun 4, 2026		
	Preston Thomas (Jun 4, 2026 19:41:44 PDT)				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			