

Board Office Use: Legislative File Info.	
File ID Number	25-0112
Introduction Date	2-26-2025
Enactment Number	25-0149
Enactment Date	2/26/2025 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marc White, Director, Department of Buildings & Grounds
 Preston Thomas, Chief Systems and Services Officer

Board Meeting Date February 26, 2025

Subject Change Order No. 2 Agreement Between Owner and Contractor – Silicon Valley Paving, Inc. – Oakland Technical High School Asphalt Replacement Project – Buildings and Grounds Department

Action Requested Approval by the Board of Education of Change Order No. 2 to Agreement Between Owner and Contractor by and between the District and Silicon Valley Paving, Inc., San Jose, for additional construction services to repair approximately 3,520 square feet of damaged asphalt near the Boy's Gym. The repairs included tack-coating the edges of the existing asphalt and paving with ½-inch hot mix asphalt, followed by rolling for compaction to achieve a smooth and even finish for the Oakland Technical High School Asphalt Replacement Project, in the amount of \$29,884.00, increasing the contract price not-to-exceed amount from \$559,716.00 to \$589,600.00. All other terms and conditions of the Agreement remain in full force and effect.

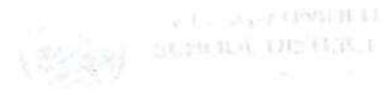
Discussion This change order covers additional construction services to repair existing asphalt and paving, which includes PCO2 to be approved for various contract changes.

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Change Order No. 2 to Agreement Between Owner and Contractor by and between the District and Silicon Valley Paving, Inc., San Jose, for additional construction services to repair approximately 3,520 square feet of damaged asphalt near the Boy's Gym. The repairs included tack-coating the edges of the existing asphalt and paving with ½-inch hot mix asphalt, followed by rolling for compaction to achieve a smooth and even finish for the Oakland Technical High School Asphalt Replacement Project, in the amount of \$29,884.00, increasing the contract price not-to-exceed amount from \$559,716.00 to \$589,600.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 140 Deferred Maintenance

- Attachments**
- Change Order No. 2, and Other Documents
 - Routing Form
 - File ID, 24-2144 & 24-1435



CHANGE ORDER

Owner: Oakland Unified School District
Project: Oakland Tech Asphalt Replacement
School: Oakland Technical High School
Contractor: Silicon Valley Paving, Inc.

Change Order No.: 2

Date: January 22, 2025

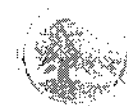
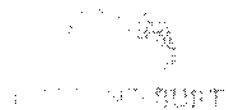
DSA File No.: _____
DSA Application No.: _____
OUSD Project #: 70047
Project Manager: Marcus Board

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

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Added scope to repair the damage asphalt near Oakland Tech Boy's Gym. Silicon Vally Paving performed the following services: repaired approximately 3,520 square feet of damaged asphalt around the Oakland Techs boy's gymnasium, off hauled soil, tack coated edges of the existing asphalt and paved with 1/2" Hot Mix Asphalt Rolling for compaction to ensure an even finish. The painting contractor damaged the new asphalt while using a boom lift to paint the exterior of the gym. The painting contractor HB Restoration has agreed to a charge back.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$29,884.00

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days
Director Initials *MB*



SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$489,650.00
Prior Change Orders:	+ \$70,066.00
Total Contract Price Prior to this Change Order	= \$559,716.00
This Change Order's Adjustment:	+ \$29,884.00
Adjusted Contract Price (include all special and contingency allowances):	= \$589,600.00
Current Change Order's Percentage of Original Contract Price:	6.1%
Total Change Orders' Percentage of Original Contract Price:	20.4%

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


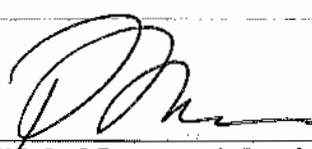
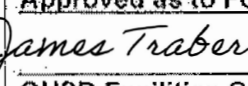
SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	60 Calendar Days
Prior change order adjustments to contract time:	+ 0 Calendar Days
This change order's adjustment to contract time:	+ 0 Calendar Days
Adjusted contract time:	= 60 Calendar Days
Start Date per Notice to Proceed:	June 27, 2024
Completion Deadline Based on Adjusted Contract Time:	August 26, 2024




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

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

<p>Approved: Architect of Record</p> <hr/> <p>Print Name:</p> <hr/> <p>Signature:</p> <hr/> <p>Date:</p>	<p>Approved and Agreed: General Contractor</p> <p>Therese Diaz</p> <hr/> <p>Print Name:</p> <p>Therese Diaz</p> <hr/> <p>Signature:</p> <p>12/20/2024</p> <hr/> <p>Date:</p>	<p>Approved and Agreed:</p> <p>Director of Buildings & Grounds</p>  <hr/> <p>Date: 1/7/25</p> <hr/>  <hr/> <p>Chief of Systems & Services Officer</p>
<p>Approved as to Form:</p>  <hr/> <p>OUSD Facilities Counsel</p> <hr/> <p>Date: 1/24/2025</p>		<p>Date: 1/7/25</p>

 _____ 2/27/2025
 Jennifer Brouhard, President, Board of Education Date

 _____ 2/27/2025
 Kyla Johnson-Trammell, Superintendent and Secretary, BOE

OAKLAND UNIFIED SCHOOL DISTRICT

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

(Proposed Change Order) No. 2

PROJECT: Oakland Tech Asphalt Replacement

DATE: DECEMBER 16, 2024

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.:

CONTRACTOR: SILICON VALLEY PAVING, INC.

DSA APP NO.:

1050 Commercial St. #101

OUSD PROJECT #: 70047

San Jose, CA 95112

PROJECT MANAGER: Marcus Board

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): AED 4 – Additional scope requested to repair damaged asphalt near Oakland Technical High School Boys Gymnasium. Silicon Valley Paving performed the following services: repaired approximately 3,520 square feet of damaged asphalt around the Oakland Techs boy's gymnasium, off hauled soil, tack coated edges of the existing asphalt and paved with ½" Hot Mix Asphalt Rolling for compaction to ensure an even finish.

OTHER PROPOSED CHANGES TO THE CONTRACT:
No additional PCOs included

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$29,884.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: _____

OAKLAND UNIFIED SCHOOL DISTRICT

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

CERTIFICATION

I, Brad Saiz [name of declarant], declare the following:

Silicon Valley Paving, Inc. has contracted with Oakland Unified School District for the Oakland Technical High School Asphalt Replacement. Silicon Valley Paving, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for Oakland Unified School District regarding this Contract (such COR being dated December 16, 2024, and entitled Change Order 2 and requesting \$29,884.00 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at Silicon Valley Paving, Inc. regarding this COR.

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

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District [public entity name] is responsible under its Contract with Silicon Valley Paving, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Silicon Valley Paving, Inc. when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed December 16, 2024, at Oakland, California.

Brad Saiz [signature]

Brad Saiz [name of declarant]

Oakland Unified School District

TO: Imani Nycosi – Marcus Board - Dimitrios P. Rozakis
FROM: Brad Saiz

DATE ISSUED: 8/14/2024
JOB: Oakland Tech Paving

Description of work to be added.

1. Repair approximately 3,520 SF of damaged asphalt around the boys gym.
2. Off haul spoils
3. Tack coat edges of existing asphalt
4. Pave with 1/2" HMA rolling to compact and ensuring an even finish.

Cost per SF – \$8.49 fully furnished

CHANGE IN CONTRACT SUM: NONE DEDUCT: \$ ADD: \$29,884.00

CHANGE IN CONTRACT TIME ADD 1 DAY

The signatures of the Construction Manager and Contractor below indicate acceptance by both parties of the costs and time adjustments above as a part of this change to the work. In conformance with the requirements of the Contract Documents, the Contractor agrees that above cost and time adjustments are full satisfaction for the extra work described in this Potential Change Order and there are no additional impacts arising out of, or connected with the performance of this additional work. The Contractor may recover no impacts of any nature, except as authorized under The Contract Document General Conditions. This Proposed adjustment in Contract Sum and Contract Time constitutes a full compensation to the Contractor for the above changes to the original Contract Documents. *There is no additional unconsidered schedule or cost impacts including but not limited to additional contractor home office costs, additional contractor field office costs or extend overhead & profit costs.*

The following parties without exception hereby agree to this Potential Change Order:

Contractor By: _____ Date _____

Construction Manager By: _____ Date _____



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland Technical High School Asphalt Replacement	Site	305
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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
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Contractor Information

Contractor Name	Silicon Valley Paving, Inc.	Agency's Contact	Brad Saiz		
OUSD Vendor ID #	009068	Title	President		
Street Address	1050 Commercial St	City	San Jose	State	CA Zip 95008
Telephone	408-857-8058	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	70047				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-26-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$29,884.00
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
9914/9068	Fund 140 Deferred Maintenance	140-9914-0-9068-8500-6273-305-9880-9000-9999-99999	6273	\$29,884.00

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	Jan 28, 2025		
	<small>MARK WHITE (Jan 28, 2025 11:01 PST)</small>				
2.	General Counsel, Facilities				
	Signature	Date Approved	1/24/2025		
3.	Chief Systems & Services Officer				
	Signature	Date Approved	Jan 29, 2025		
	<small>PRESTON THOMAS (Jan 29, 2025 08:25 PST)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

CHANGE ORDER NO. 1
FILE ID 24-2144

Board Office Use: Legislative File Info.	
File ID Number	24-2144
Introduction Date	10-9-2024
Enactment Number	24-1815
Enactment Date	10/9/2024 CJH



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marc White, Director, Department of Buildings & Grounds - Preston Thomas, Chief Systems and Services Officer

Board Meeting Date October 9, 2024

Subject Change Order No. 1 Agreement Between Owner and Contractor – Silicon Valley Paving, Inc. – Oakland Technical High School Asphalt Replacement Project – Buildings and Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Silicon Valley Paving, Inc., San Jose, CA, for the removal of approximately 6,000 SF of existing subgrade at 4" of depth across the site. Off haul soils, pave with two (2) lifts of ¾" hot mix asphalt rolling to compact after each lift. Allow the deep lift to cure for 1 day before tack coating and paving over with the finishing 3" of ½" hot mix asphalt. This includes the cost of a lost day of paving, the cost of trucking doubling, and dumping fees for soil, for the Oakland Technical High School Asphalt Replacement Project, in the amount of \$70,066.00, increasing the contract price not-to-exceed amount from \$489,650.00 to \$559,716.00. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for additional removal of existing concrete and additional paving and asphalt, which includes PCO1 to be approved for various contract changes.

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Silicon Valley Paving, Inc., San Jose, CA, for the removal of approximately 6,000 SF of existing subgrade at 4" of depth across the site. Off haul soils, pave with two (2) lifts of ¾" Hot mix asphalt rolling to compact after each lift. Allow the deep lift to cure for 1 day before tack coating and paving over with the finishing 3" of ½" Hot mix asphalt. This includes the cost of a lost day of paving, the cost of trucking doubling, and dumping fees for soil, for the Oakland Technical High School Asphalt Replacement Project, in the amount of \$70,066.00, increasing the contract price not-to-exceed amount from \$489,650.00 to \$559,716.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 140 Deferred Maintenance

- Attachments**
- Change Order No. 1, and Other Documents
 - Routing Form
 - File ID, 24-1435

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER

For Design-Bid-Build Contract

Owner: Oakland Unified School District
Project: Oakland Tech Asphalt Replacement
School: Oakland Tech High School
Contractor: Silicon Valley Paving, Inc

Change Order No.: I

Date: August 28th, 2024

DSA File No.:
DSA Application No.: -tJJ
OUSD Project#: 70047
Project Manager: Marcus Board

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

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Remove approximately 6,000 SF of existing subgrade at 4" of depth across the site. Offhaul spoils. Pave with two (2) lifts of 3" Hot mix asphalt rolling to compact after each lift. Allow the deep lift to cure for 1 day before tack coating and paving over with the finishing 3" of 1/2" Hot mix asphalt. Cost per SF is \$11.78 fully furnished. This includes the cost of a lost day of paving, the cost of trucking doubling, and dumping fees for soil.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$70,066.00

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

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 5101535-2728

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$489,650.00
Prior Change Orders:	+ \$0
Total Contract Price Prior to this Change Order	= \$489,650.00
This Change Order's Adjustment:	+ \$70,066.00
Adjusted Contract Price (include all special and contingency allowances):	= \$559,716.00

Current Change Order's Percentage of Original Contract Price;	14%
Total Change Orders' Percentage of Original Contract Price	14%

NOTE: Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To properly account for an allowance expenditure, use the Allowance-Expenditure Directive form, which requires signature of Contractor and Owner, but does not require Owner approval.

(Note: If OWNER elects one of the two following "Summary of Adjustments to Time for Completion" options, the contractor shall complete the contract within a specified number of days; or by a specific date.)

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	60 Calendar Days
Prior change order adjustments to contract time:	+ 0 Calendar Days
This change order's adjustment to contract time:	+ 0 Calendar Days
Adjusted contract time:	= 60 Calendar Days

Start Date per Notice to Proceed:	June 27 th , 2024
Completion Deadline Based on Adjusted Contract Time:	August 26 th , 2024

OAKLAND UNIFIED SCHOOL DISTRICT

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

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

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

<p>Approved: Architect of Record</p> <hr/> <p>Print Name:</p> <hr/> <p>Signature:</p> <hr/> <p>Date:</p> <hr/> <p>Approved as to Form: <i>James Traber</i> OUSD Facilities Counsel</p> <hr/> <p>Date: 09/11/2024</p>	<p>Approved and Agreed: General Contractor</p> <p><i>Brad Saiz</i> Print Name:</p> <hr/> <p><i>Brad Saiz</i> Signature:</p> <hr/> <p><i>8/28/24</i> Date:</p> <hr/>	<p>Approved and Agreed:</p> <p><i>[Signature]</i> Director of Buildings & Grounds</p> <hr/> <p><i>8/28/24</i> Date:</p> <hr/> <p><i>[Signature]</i> Chief Systems & Services Officer, Facilities</p> <hr/> <p><i>8/3/24</i> Date:</p> <hr/>
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Name: Benjamin Davis
Title: President, Board of Education
Sign: *[Signature]* **Date:** 10/10/2024

Name: Kyla Johnson-Trammell
Title: Superintendent and Secretary, Board of Education
Sign: *[Signature]* **Date:** 10/10/2024

OAKLAND UNIFIED SCHOOL DISTRICT

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

(Proposed Change/Request)

No. 1

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

PROJECT: 1. Glendale Tech Asphalt Replacement Project
2. Glendale Tech High School

OWNER: City of Glendale
CONTRACTOR: VALLEY PAVING INC.

1059 Commercial St
San Jose, CA 95005

August 13, 2004

DSB FILE NO.: "a"

NO.:

PROJECT # 70047

MANAGER: Marc L. Board

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 5.2, 6.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Remove approximately 6,000 SF of existing subgrade at 4" of depth across the site. Off haul spoils. Pavement (2) lifts of 3/4" Hot mix asphalt rolling to compact after each lift. Allow tie deep lift to cure for 1 day before tack coating and paving over with the finishing 3" of 1/2" Hot mix asphalt. Cost per SF is \$11.78 fully furnished. This includes the cost of a lost day of paving, the cost of trucking doubling, and dumping fees for soil.

OTHER PROPOSED CHANGES TO THE CONTRACT: None.

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$70,066.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: -----

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<-OAKLAND UNIFIED SCHOOL DISTRICT

Bill 1, fo i'6iF cilities t',J ning and Mi...eni '955 Hig :sJt (akland, duromia :ladl. p@611f51b1s:is-22iLeFax s'fo/535-7040'

CERTIFICATION

I, Brad S. [?]/declare the following: /:

Silicon Valley Paving Inc has contracted with OUSD for the Oakland Tech Asphalt Replacement (Contract"). Silicon Valley Paving Inc authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR, being dated June 25th, 2024, and requesting \$70,066.00, and I prepared the attached COR. I am the most knowledgeable person at Silicon Valley Paving Inc

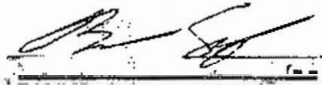
I, Brad S. [?], do hereby certify that the attached CO does not breach the Contract, is not a false claim, and does not violate any provisions of the Contract applicable to the submission of the COR, and only contains truthful and accurate information. I am not aware of any provisions of the Contract that would be violated by the submission of the COR. I am not aware of any provisions of the Contract that would be violated by the submission of the COR. I am not aware of any provisions of the Contract that would be violated by the submission of the COR.

The attached CO does not breach the Contract, is not a false claim, and does not violate any provisions of the Contract applicable to the submission of the COR, and only contains truthful and accurate information.

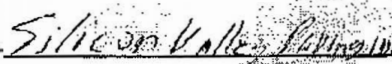

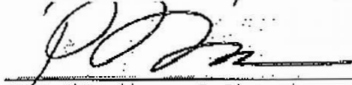
I, Brad S. [?], do hereby certify that the attached CO does not breach the Contract, is not a false claim, and does not violate any provisions of the Contract applicable to the submission of the COR, and only contains truthful and accurate information. I am not aware of any provisions of the Contract that would be violated by the submission of the COR. I am not aware of any provisions of the Contract that would be violated by the submission of the COR. I am not aware of any provisions of the Contract that would be violated by the submission of the COR.

I, Brad S. [?], do hereby certify that any COR submitted by me without my signature is not valid. I am not aware of any provisions of the Contract that would be violated by the submission of the COR. I am not aware of any provisions of the Contract that would be violated by the submission of the COR. I am not aware of any provisions of the Contract that would be violated by the submission of the COR.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 10, 2024, at Oakland,

 [signature]

u"::2.-<.. {name of declarant}

<p>Approved and Agreed: (f, l): General Contractor</p> <p>Date: _____</p>	<p>Approved and Agreed: (f, l): General Contractor</p> <p></p> <p>Date: 8/12/24</p>	<p>Approved and Agreed: (f, l): Director of Buildings & Grounds</p> <p></p> <p>Date: 8/13/24</p> <p>Approved and Agreed: (f, l): Chief Systems & Services Facilities</p> <p></p> <p>Date: 8/13/24</p>
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OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECH HS
PROJ#

AED#03 4" SUBGRADE REMOVAL & ADD NEW AC PAVING

To: I NICOSI/PM
From: E. Vinuya, PE/Chief Cost Estimator
Date; 17 ul-24

General Comments:

1 GENERAL CONTRACTOR: SILICON VALLEY PAVING

!Cost proposal provided is Lump sum and without breakdown.

!Overall cost proposed by GC appears high.

21 GENERAL CONTRACTOR'S COST PROPOSALS	\$ 10,066.00	1
11 ESTIMATED CONSTRUCTION COST FOR AED#00J	\$ 60,168.00	11

Project Name: OAKLAND UNIFIED SCHOOL DISTRICT
 OAKLAND TECH HS
 Oakland, CA

Project Number: 0
 Date: 17-Jul-24

Decription: AED#03
 4" SUBGRADE REMOVAL &ADD NEW AC PAVING

Reference Drawing: Cost Proposal dated 05/29/2024
 GEN. CONTRACTOR: SILICON VALLEY CONSTRUCTION

Total Labor	B)Total Material Costs	C) Total Rental Equipment Cost	Item#	TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -	\$ -	#1	\$ 52,320.00
4				
5				
6				
7				
8				
9				
10				
11				=
12				
13	Expenses:			
14	Material Sales Tax (Union City).....	10.25%	of Total Material:	Incl.
15	Rental Sales Tax.....	10.25%	of Total Rental:	\$ -
16				
17			Subtotal - Line 7 thru 12:	\$ 52,320.00
18				
19	General Contractor OH, B&IP, &P:	15.00%	Total Cost	\$ 7,848.00
20				
21				
22				
23				
24				
25			Subtotal - Line 13 thru 19:	\$ 60,168.00
26				
27			Sub-Subcontractor's Cost	None \$ -
28	General Contractor OH&P on Sub Cost:	5.00%		\$ -
29				
30				
31			TOTAL	\$ -
32				
33	Bond & Insurance Premium:	1.50%		\$ -
34				
35	TOTAL PROBABLE CONSTRUCTION COST - SILICON VALLEY PAVING			\$ 60,168.00

OAKLAND TECH HS										
										Date: 7/17/2024
No.	AED#OJ	LABOR COST					TOTAL COST (M+L+E)		EQUIPT. COST	
		No. of Units	Per	M.H. Per Unit	M H Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost
GEN CONTRACTOR		SILICON VALLEY CONSTRUCT								
Project Description:		4" SUBGRADE REMOVAL & ADD NEW AC PAVING								
1	SCOPE OF WORK:									
2	Remove 4" Subgrade & Add 2 lifts of AC Paving									
3	Remove existing subgrade, 4"	6,000.00	SF	4 Sites			\$ 1.00	\$ 6,000		
4	Dispose spoils	112.00	Tons				\$ 35.00	\$ 3,920		
5	Fine Grading	6,000.00	SF				\$ 0.85	\$ 5,100		
6	Paving 2 Lifts of 314" HMA (4")	137.00	Tons	Double Trucking			\$ 200.00	\$ 27,400		
7	Extra Compaction	6,000.00	SF				\$ 1.00	\$ 6,000		
8	Tack Coat	6,000.00	SF				\$ 0.65	\$ 3,900		
9	TOTAL DIRECY COST							\$ 52,320		
10	COST/SF	6,000.00	SF					\$ 8.72		
11										
12										
13										
14										
15										
16										
17										



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland Technical High School Asphalt Replacement	Site	305
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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
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Contractor Information

Contractor Name	Silicon Valley Pavina, Inc.	Agency's Contact	Brad Saiz			
OUSD Vendor ID#	009068	Title	President			
Street Address	1050 Commercial St	City	San Jose	State	CA	Zip 95008
Telephone	408-857-8058	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70047					

Term of Original/ Amended Contract

Date Work Will Begin (ie, effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-26-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$70,066.00
Other Expenses		Requisition Number	PO24-11047



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
9914/9068	Fund 10 Deferred Maintenance	140-9914-0-9068-8500-6273-305-9880-9000-9999-99999	6273	\$70,066.00

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Buildings & Grounds				
2.	Signature 	Date Approved	Sep 13, 2024		
	General Counsel, Facilities				
3.	Signature 	Date Approved	Sep 13, 2024		
	Chief System. & Services Officer				
4.	Signature	Date Approved			
	Chief Financial Officer				
5.	President, Board of Education				
	Signature	Date Approved			

24-1435
Agreement

Board Office Use: Legislative File Info.	
File ID Number	24-1435
Introduction Date	6-26-2024
Enactment Number	24-1251
Enactment Date	6/26/2024 os



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marc White, Director Buildings & Grounds
 Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management

Board Meeting Date June 26, 2024

Subject Agreement Between Owner and Contractor - Silicon Valley Paving, Inc. - Oakland Technical High School Asphalt Replacement Project - Buildings and Grounds

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Silicon Valley Paving, Inc., San Jose, CA, for the latter to provide removal of 3" existing asphalt and replace with 3" Hot Mix Asphalt (HMA) within specified areas on site for the Oakland Technical High School Asphalt Replacement Project, in the total amount of \$489,650.00, which includes a contingency allowance of \$120,000.00, with the work anticipated to commence on June 27, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 26, 2024.

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

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Silicon Valley Paving, Inc., San Jose, CA, for the latter to provide removal of 3" existing asphalt and replace with 3" Hot Mix Asphalt (HMA) within specified areas on site for the Oakland Technical High School Asphalt Replacement Project, in the total amount of \$489,650.00, which includes a contingency allowance of \$120,000.00, with the work anticipated to commence on June 27, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 26, 2024.

Fiscal Impact Fund 140 Deferred Maintenance

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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 27, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called "OUSD" or the "Owner," and **SILICON VALLEY PAVING, INC.** hereinafter called the "Contractor."

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

ARTICLE I. SCOPE OF WORK.

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

The Oakland Technical High School Asphalt Replacement Project, located at 4351 Broadway, Oakland, CA,

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Alternate Bid Item Nos. 01, listed in the Bid Form.

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

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software COLBI DOCS for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on June 27, 2024, in which case the deadline for Completion would be August 26, 2024.

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 \$500.00 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 \$500.00 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 **FOUR HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED FIFTY DOLLARS NO/100 (\$489,650.00)** 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 **ONE HUNDRED TWENTY THOUSAND DOLLARS NO/100 (\$120,000.00)** 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 \$1,000,000 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:
SILICON VALLEY PAVING, INC.
1050 Commercial St# 101
San Jose, Ca 95112
Signature: -----t-----H-a-v-f-----

Name: Todd Slyngstad Date: May 21, 2024

(Chairman Viczident _____)

Signature: Jos izcaino Qkr Date: 1 21 10 21



Silicon Valley Paving, Inc.

www.svpinc.com

Silicon Valley Paving, Inc.

Corporation Resolution on Authorized Signatories

I, Todd Slyngstad, President of Silicon Valley Paving, Inc. hereby state that I have the authority to sign all documents for the Corporation pertaining to but not limited to contract documents, change orders, bonds.

President


Date: 11/04/11, 10:11

I, Jose Vizcaino, Secretary of Silicon Valley Paving, Inc. hereby state that I have the authority to sign all documents for the Corporation pertaining to but not limited to contract documents, change orders, bonds.

Secretary

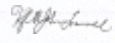
Date: 11/04/11, 10:11

OAKLAND UNIFIED SCHOOL DISTRICT



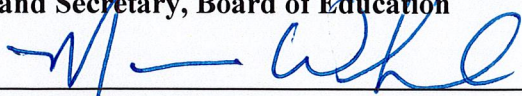
Benjamin Davis, President, Board of Education

6/27/2024
Date



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

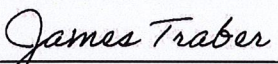
6/27/2024
Date



**Marc White, Director
Buildings & Grounds**

5/30/24
Date

Approved As To Form:



James Traber 5/29/24
OUSD Facilities Legal Counsel **Date**

732923
CALIFORNIA CONTRACTOR'S
LICENSE NO.

3/31/2025
LICENSE EXPIRATION DATE

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

FORM
STATEMENT OF

TAXPAYER'S (11001 DI) (I
Fiscal Year and Filing Status
Legal Address () 9-1-01

Dear Board Members:

My, H&K, Inc. dba b11, Inc., under the name "Silicon Valley Paving, Inc" (hereinafter referred to as the "Company") is a corporation organized under the laws of the State of California. The Company is a contractor specializing in the construction and maintenance of asphalt and concrete pavements. The Company is currently engaged in the construction of a new asphalt parking lot located at the intersection of Oakland and 11th Street, San Francisco, California. The project is being financed by the City of San Francisco through the issuance of bonds. The Company is requesting a payment of \$369,650.00 from the City of San Francisco for the work performed to date. The work includes the construction of the asphalt parking lot, including the preparation of the subgrade, the placement and compaction of the asphalt, and the installation of the concrete curbs and sidewalks. The work was completed in accordance with the specifications and drawings provided by the City of San Francisco. The Company has submitted all necessary invoices and supporting documentation to the City of San Francisco. The Company is requesting that the City of San Francisco approve the payment of \$369,650.00 to the Company for the work performed. The Company is confident that the work performed has been completed in accordance with the specifications and drawings provided by the City of San Francisco. The Company is confident that the work performed has been completed in accordance with the specifications and drawings provided by the City of San Francisco. The Company is confident that the work performed has been completed in accordance with the specifications and drawings provided by the City of San Francisco.

I am enclosing herewith a copy of the Statement of Work for the project. I am enclosing herewith a copy of the Statement of Work for the project. I am enclosing herewith a copy of the Statement of Work for the project.

I am enclosing herewith a copy of the Statement of Work for the project. I am enclosing herewith a copy of the Statement of Work for the project. I am enclosing herewith a copy of the Statement of Work for the project.

Yours faithfully,

The undersigned is duly authorized to file this return, and I hereby certify that the information furnished hereon is true and correct to the best of my knowledge and belief.

<p align="center">three hundred sixty nine thousand six hundred fifty</p> <p><i>(Type in figures)</i></p>	<p align="right">I, _____, \$369,650.00</p>
--	---

DATE: "11/11/24" PREPARED BY: _____
 TAXPAYER'S (11001 DI) (I
 FISCAL YEAR AND FILING STATUS
 LEGAL ADDRESS () 9-1-01

FORM 11001
 STATE OF CALIFORNIA

STATE OF CALIFORNIA

Our "Workers' Compensation Insurance Co. of the West c/o InterWest Ins. Services

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The receipt of the following addenda to the specifications is acknowledged

Addendum No. 1 Dale April 10, 2024 Addendum No. Dntc
Addendum No. 2 Dale April 22, 2024 Addendum No. Dale
Addendum No. Dall' Addendum No. Dale

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 will not qualify this bid form unless the bidder's California contractor's license number appears clearly on it. The license expiration date and class are stated. The bid form contains a statement that the representations made therein are made honestly and truthfully. 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. In the bid the above information shall be considered complete 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. Partnership must furnish the full name of all partners and must be signed in the partnership by a general partner with authority to bind the partnership in such matters. Signed by the signature and designation of the person signing. The full name of the person signing shall also be typed or printed below the signature. The name of the bidder shall be typed or printed below the signature of the bidder. The name of the bidder shall be typed or printed below the signature of the bidder. The name of the bidder shall be typed or printed below the signature of the bidder.

OFFICE OF THE CHIEF CLERK
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
1000 MARKET STREET, SUITE 1000
SAN FRANCISCO, CALIFORNIA 94102
April 1, 2021

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS

The undersigned declares under penalty of perjury that the information provided in this bid is true and correct.

Name of Company as Licensed in California: Silicon Valley Paving, Inc.

Business Address: 1050 Commercial St# 101, San Jose, Ca 95112

Telephone Number: (408) 286-9101

California Contractor License No.: #732923

Class and Expiration Date: Class A and C13 Expiration Date 3/31/2025

Public Works Contractor Registration No.: 1000005040

State or Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

(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: May, 2024



(Name)

President

;SR799810;4

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April 4, 2024

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(Chairman, Pres. Or Vice-Pres.)

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(#111e)

Secretary (Secretary). Asst. Secretary. Chief Officer or Asst. Treasurer

SR79810;5

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April 4, 2024

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Silicon Valley Paving, Inc.

Corporation Resolution on Authorized Signatories

I, Todd Slynstad, President of Silicon Valley Paving, Inc. hereby state that I have the authority to sign all documents for the Corporation pertaining to but not limited to contract documents, change orders, bonds.

President

Date: May 1, 2024

I, Jose Vizcaino, Secretary of Silicon Valley Paving, Inc. hereby state that I have the authority to sign all documents for the Corporation pertaining to but not limited to contract documents, change orders, bonds.

Secretary

Date: May 1, 2024

B. [Unit Price Alternate 2 Description, include estimated quantity]

(1) ADD unit price of _____ tJ / f _____
(written amount)

Dollars(\$_____.__); and total price of _____ Dollars(\$_____.).

(2) SUBTRACT unit price of _____ / ft. _____
(written amount)

Dollars(\$_____.__); and total price of _____ Dollars
(\$_____.).

The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

PART 2 - UNIT PRICING

2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Based on the estimated quantities, furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

END OF SECTION

Bm BoNn
DOCUMENT on 40 on

Bond Number: NL

I, NOW ALL MEN BY THESE PRESENTS that we the undersigned
Sili99n YU y paving, Inc. as Principal and
The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland School District ("O\llcr") in the sum of
Ten percent of the \$10,000,000.00 for payment of all claims and
and truly made. We hereby jointly and severally bind ourselves, our heirs, successors,
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
perform a contract for the construction of Oakland Technical High School Asphalt Replacement
Project No. 704Z, in 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 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 obligations 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.

Surficially, the undersigned hereby stipulates and agrees that no change, extension
of time, alteration or addition without the written consent of the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect his obligation under this bond, and it does hereby waive notice or 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.

CR 704Z

(The Ohio State School District
Oakland Technical High School
Performance and Payment Bond
Project No. 704Z
July 10, 2012

Bli 10/1
10010100W(10

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 25th day of April, 2024, the name and corporate entity 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)

Silicon Valley Paving, Inc.

(Principal)

1050 Commercial St., Ste 101, San Jose, CA95112

(Business Address)

The Ohio Casualty Insurance Company

(Corporate Surety)

1001 4th Avenue, Suite 3800, Seattle, WA 98154
Business Address)

By:

Manuel Mello, Attorney-in-Fact

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

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

SR798944;2

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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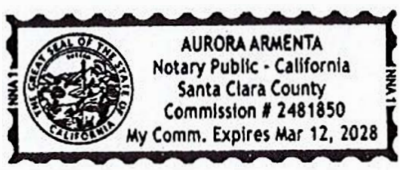
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara }

On 4/21/14 before me, Aurora Armenta, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Todd Slyngstad
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.

Place Notary Seal and/or Stamp Above
Signature A- of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
o Corporate Officer - Title(s):
o Corporate Officer - Title(s):
D Partner - D Limited D General o Partner - D Limited o General
o Individual o Attorney in Fact o Individual o Attorney in Fact
o Trustee o Guardian or Conservator o Trustee o Guardian or Conservator
D Other:
Signer is Representing: Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

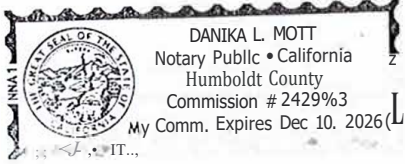
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)
On 1/21/14 before me, Danika L. Mott, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Manuel Motta
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(K) whose name) is/
subscribed to the within instrument and acknowledged to me that he/ executed the same in
his authorized capacity(and that by his signature on the instrument the person).
or the entity upon behalf of which the person 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 Danika L. Mott
Signature of Notary Public



Place Notary Seal Above
OPTIONAL
Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

This Power of Attorney binds the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211559 - 980252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, do hereby name, constitute and appoint, Danika Mott, Dylan Sacco, Fred Vitas, Greg Vermeulen, Heather Dickerson, Jeff Okrepkie, Joseph Gibson, Katie Matson, Lavrence Ford, Manuel Mello, Megan Minck, Robb Daer

all of the city or Redding state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 29th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notary seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania
Teresa Pastella, Notary Public
Montgomery County
Commission Expires March 26, 2025
Commission Number 1126044

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following Bylaws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the Chairman or the president and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby, certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Bond Premium: \$4,902.00

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 38K010496

KNOW ALL MEN BY THESE PRESENTS that we, Silicon Valley Pavin -- as Principal, and The Ohio Casualty 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 Four Hundred Eighty-Nine Thousand Six Hundred Fifty and 00/100 Dollars (\$ 489,650.00) 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 13, 2024**, for construction of

the Oakland Technical High School Asphalt Replacement Project, located at **4351 Broadway, Oakland (the "Contract")**, Scope of work includes: removal and replacement of asphalt within specified areas: entrance by Boys Gym, between portable girls gym; between portables and track; between girl's gym and main campus building; to ensure proper drainage and improved functionality. Remove existing 1" of asphalt. Replace with 3" HMA (1/2" Hot Mix Asphalt) unless otherwise stated. All asphalt and overlays must have a consistent uniform finish. Re-stripe existing markings and add new "speed limit" markings. The addition of 6 speed bumps, location of speed bumps will be provided. Construction will start at boys gym and proceed to work around the entire campus until complete.

A complete, detailed description of the Scope can be found at the following OUSD website: <https://www.ousd.org/activities-planning-management-department/opportunities/contract-opportunities/bids>

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 modification, 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

{SR7989421}

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
ASPHALT REPLACE: 7
PROJECT: 0701

PERFORMANCES: 110
DOCUMENT: 00 61 00

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 the Work, or to the specifications.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 8th day of May, 2004, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

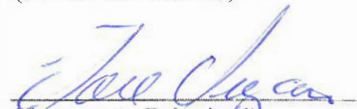
(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)



(Corporate Principal)
Jose Vizcaino - Secretary

•o" So u-, qvv, c,; d 't *101 5' 1Y-)Y, C q<>1,,

(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company
(Corporate Surety)

1001 4th Avenue, Suite 3800
(Business Address)
Seattle, WA 98154

iSR7989-1212

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By: 
Danika Mott, Attorney-in-fact

Sliding rate = \$12.00/\$8.00/
The rate of premium on this bond is \$5.60 per thousand.

The total amount of premium charged is \$4,902.00

The above must be filled in by Corporate Surety.

(SR798942:3

0AhJ-\0 IL'IFIE1) SCHOOL DISTRICT
0A1'L-\NO TECH:1/ICAL HIGH SCHOOL
\SPHALT REPLACEME:f
PROJECT 0:7007

PERFOR\IA\<1- B0\J
OOCHMEYI'0061 0

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

UNIFORM • • • • • UNIFORM WITNESS OFFICIAL

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.

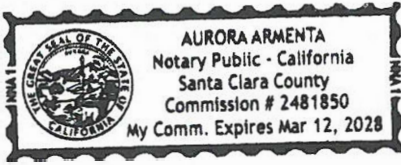
State of California

county of Santa Clara }

On 5/10/17 before me, Aurora Armenta, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jose Vizcaino
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.

Place Notary Seal and/or Stamp Above Sign _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
D Other: _____ D Other: _____
Signer is Representing: _____ Signer is Representing: _____

UNIFORM • • • • • UNIFORM WITNESS OFFICIAL

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 Humboldt)

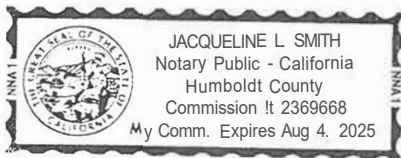
On 5/5/11 before me, Jacqueline L. Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dan Jaka Mott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name (is) (
subscribed to the within instrument and acknowledged to me that X she) (executed the same in
!!)(/her/)(19<.authorized capacity(i and that by!!)(/her/ JI(! igned OO on the instrument the person .
or the entity upon behalf of which the person(M 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
D Corporate Officer - Title(s):
Partner - Limited D General
Individual B Attorney in Fact
Trustee B Guardian or Conservator
Other:
Signer Is Representing: Signer Is Representing:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual.
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211559 - 980252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Danika Mott, Dylan Sacco, Fred Vitas, Greg Vermeulen, Heather Dickerson, Jeff Okrcpkie, Joseph Gibson, Katie Matson, Lawrence Ford, Manuel Mello, Megan Minck, Robb Daer

all of the city of Redding state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, -



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of March, 2024 before me personally appeared David M Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Bond Premium: \$ Included

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 38K010496

KNOW ALL MEN BY THESE PRESENTS:

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

the Oakland Technical High School Asphalt Replacement Project, located at 4351 Broadway, Oakland (the "Contract"), Scope of work includes: removal and replacement of asphalt within specified areas: entrance by Boys Gym, between portable girls gym: between portables and track; between girl's gym and main campus building; ensure proper drainage and improved functionality. Remove existing 3" of asphalt. Replace with 3" HMA (112' Hot Mix Asphalt) unless otherwise stated. All asphalt and overlays must have a consistent uniform finish. Re-stripe existing markings and add new "speed limit" markings. The addition of 6 speed bumps, location of speed bumps will be provided. Construction will start at boys gym and proceed to work around the entire campus until complete.

A complete, detailed description of the Scope can be found at the following OUSD website: <https://www.ousd.org/facilities-planning-management-icpartmentsopportunities/contract-opportunitiesbids>

which said agreement dated June 6, 2024, 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 The Ohio Casualty 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 Four Hundred Eighty-Nine Thousand Six Hundred Fifty and 00/100 Dollars (\$489,650.00)

{SR798938}

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
ASPHALT REPLACEMENT
PROJECT NO: 700-17

PAYMENT BOND
DOCUMENT 00 61 01

which sum, veil 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 amounts due, as specified in Civil Code section 9554, subdivision (b), that said Sumner, 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 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 8th day of May, 2004.

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

Silicon Valley Paving, Inc.
Principal

[Handwritten signature]
6-7-04 (c) W 2-CC: W 3/14

The Ohio Casualty Insurance Company
Surety

[Handwritten signature]
By: Danika Mott
Attorney-in-Fact

ISR79893832

The above bond is accepted and approved thb __ day of _____

(SR798938:3

0.\-LA:\I> I'I/IFIED SCHOOL DISTRICT
0.\-KL-\D TECHNICAL HIGH SCHOOL
-\S'I'IALT R&PLACdf:Yr
I'RO.IECT. NO,7007

PAYMI-YT 110/II
DOCI\II:VT0061 ill

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 Humboldt)

On 7/1/2020 before me, Jacqueline L. Smith, Notary Public
Here Insert Name and Title of the Officer

personally appeared Dan Heath
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name (is) (subscribed to the within instrument and acknowledged to me that X she) (executed the same in (s) (her/) (I.P. (authorized capacity (i and that by her/ ignature OO on the instrument the person (I), or the entity upon behalf of which the person (M 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
D Corporate Officer - Title(s): B Corporate Officer - Title(s):
Limited D General B Partner - D Limited D General
Individual B Attorney in Fact B Individual B Attorney in Fact
Trustee D Guardian or Conservator B Trustee B Guardian or Conservator
Other: Other:
Signer Is Representing: Signer Is Representing:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8211559 - 980252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Danika Mott, Dylan Sacco, Fred Vitas, Greg Vermeulen, Heather Dickerson, Jeff Okrepkie, Joseph Gibson, Katie Matson, Lawrence Ford, Manuel Mello, Megan Minck, Robb Daer

all of the city of Redding state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this day of March,



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By David M Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of March, 2024 before me personally appeared David M Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 8th day of May,



By: Renee C. Llewellyn, Assistant Secretary

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

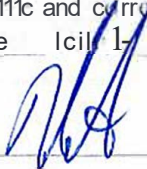
Owner: Oakland Unified School District
Contract: Oakland Technical High School Asphalt Replacement
The undersigned declares:

I am the President of Sibon Valley Paving, Inc
(part) making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partner, firm, 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 pull in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by negotiation, 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 4/1/24, 2024, at San Jose, CA.



Signature

Todd Slyngstad - President

Print Name

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13


(Labor Code section 2810)

Printed by Bidder and Submitted with fol

011 ncr: Oakland Unified School District
Contract: Oakland Technical High School Asphalt Replacement P10_jcc1

I, Todd Slyngstad, declare that I am the President
(I/We/Us) of Silicon Valley Paving, Inc making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to perform Silicon Valley Paving, Inc, 1111e 1111y to comply with all local,
state or federal labor laws or regulations during the Project, including minimum or
prevailing WAGE, and that Silicon Valley, Inc 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 Y / c-5, 20 at San Jose CA.
CA /s/olcj.

Date: 4/25/2024

Signature
Print Name: Todd Slyngstad
Print Title: President

011 ncr: Oakland Unified School District
Contract: Oakland Technical High School Asphalt Replacement P10_jcc1
Submitted by Bidder and Submitted with fol

Printed by Bidder and Submitted with fol


SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section I, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally limited procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
Silicon Valley Paying, Inc.			
10ttc ; Social St # 101		Signature of Authorized Representative	
San Jose, Ca 95122		Todd Slyngstad - President	
Address		Type or Print Name	
(408) 286-9101	4/25/2024		
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE FURNISHED BY BIDDER AND SUBMITTER WITH THE
OFFICE VISITOR WARRANTY

PROJECT: Oakland Technical High School Aspltr Replacmc11t
Check option that applies:

____ I certify that I visited the Site of the proposed Work, and became fully acquainted with the
Conditions relating to materials and labor. I fully understood the facilities, difficulties, and
restriction attending the execution of the Work under contract.

I certify that **Brad Saiz** (Bidder's representative), visited the Site of
the proposed Work and became fully acquainted with the conditions relating to construction and
labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions
attending the execution of the Work under Contract.

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

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

Date:

4/25/2024

Proper Name of Bidder:

Silicon Valley Paving, Inc.

Signature:

Print Name:

Todd Slyngstad

Title:

President

E t l) 0 1 : I) (' l i v i t : N T



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

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
InterWest Insurance Services, LLC
P.O. Box 255188
Sacramento CA 95865-5188

i. c. Katie Snell	
EAJ 916-609-8374	FAX AC No: 916-609-8374
E ss: ksnell@iwins.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Continental Casualty Company	NAIC# 20443
INSURER B : The Continental Insurance Company	35289
INSURER c : Westchester Surplus Lines Ins	10172
INSURER D : Insurance Co. of the West	27847
INSURER E : National Fire Ins Co of Hartford	20478
INSURER F :	

License#: 0601094
SILIVAL.02

INSURED
Silicon Valley Paving, Inc
PO Box 26558
San Jose CA 95159

COVERAGES

CERTIFICATE NUMBER: 1300987071

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. STATE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY "TH" (MM/DD/YYYY)	LIMITS	
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> 1 <input type="checkbox"/> LOC OTHER:	y	y	7012232053	3/20/2024	3/20/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES - Ea occurrence \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	y	y	BUA7012232036	3/20/2024	3/20/2025	COMBINED SINGLE LIMIT (Ea Acc) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea Occ) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OED <input checked="" type="checkbox"/> RETENTIONS 1,000,000 CLAIMS-MADE <input type="checkbox"/>			CUE7012232022	3/20/2024	3/20/2025	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSA507040401	3/20/2024	3/20/2025	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 100,000 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liability			870916691004	9/28/2022	9/28/2024	LIMIT EA OCC 5,000,000 LIMIT EA AGG 5,000,000 DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status applies to requested entities, if required by written contract, per the attached policy forms/endorsements. Waiver of subrogation applies to requested entities, if required by written contract, per the attached policy forms/endorsements. Primag non-contribute% applies to requested entities, if required by written contract, per the attached policy forms/endorsements. Please Note: Excess Liability is not excess over Pollution Liability
Re: Project #70047, Oakland Technical High School Asphalt Replace Project, Oakland Technical High School, 4351 Broadway, Oakland, CA 94611. Oakland Unified School District and Project Manager. Per Project Aggregates applies to General Liability per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School Sistrict
Division of Facilities Planning and Management
955 High Street
Oakland CA 94601

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

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

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 x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
 Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Silicon Valley Paving, Inc.	Agency's Contact	Brad Saiz
OUSD Vendor ID#	009068	Title	President
Street Address	1050 Commercial St	City	San Jose State CA Zip 95008
Telephone	408-857-8058	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
OUSD Project#	70047		

Term of Original/ Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-26-2024
		New Date of Contract End (If Any)	

Compensation/ Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$489,650.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	VR24-12308

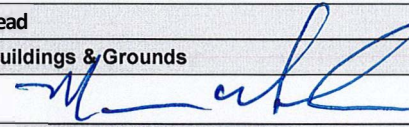
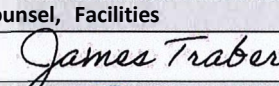
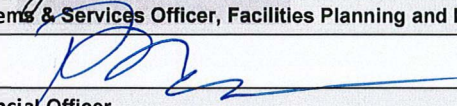
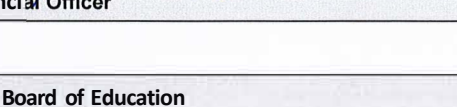

Budget Information

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
9914/9068	Fund 140 Deferred Maintenance	140-9914-0-9068-8500-6273-305-9880-9000-9999-99999	6273	\$489,650.00

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Buildings & Grounds				
	Signature				
2.	General Counsel, Facilities				
	Signature				
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature				
4.	Chief Financial Officer				
	Signature				
5.	President, Board of Education				
	Signature				