

Board Office Use: Legislative File Info.	
File ID Number	25-1437
Introduction Date	06-25-2025
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director of Facilities

Board Meeting Date June 25, 2025

Subject Agreement Between Owner and Contractor – Moka Engineering and Construction LLC–
Martin Luther King Jr. Elementary School Site Improvement Project – Division of Facilities
Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Moka Engineering and Construction LLC**, Santa Clara, CA, for the latter to demolish and conduct site improvement includes installing and replacing the existing play structures, safety surfacing, basketball hoop poles, and chain-link fencing, and upgrading the irrigation system and repaving decomposed granite and turf tiles, for the **Martin Luther King Jr. Elementary School Site Improvement Project**, in the amount of **\$576,500.00**, which includes a contingency allowance of **\$53,000.00**, with the work anticipated to commence on **July 7, 2025**, and required to be completed within sixty (60) days, with an anticipated to end on **September 5, 2025**.

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

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Moka Engineering and Construction LLC, Santa Clara, CA, for the latter to demolish and conduct site improvement includes installing and replacing the existing play structures, safety surfacing, basketball hoop poles, and chain-link fencing, and upgrading the irrigation system and repaving decomposed granite and turf tiles, for the Martin Luther King Jr. Elementary School Site Improvement Project, in the amount of \$576,500.00, which includes a contingency allowance of \$53,000.00, with the work anticipated to commence on July 7, 2025, and required to be completed within sixty (60) days, with an anticipated to end on September 5, 2025.

Fiscal Impact Fund 1- General Fund ELOP

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-1437

Department: Facilities Planning and Management

Vendor Name: Moka Engineering and Construction LLC

Project Name: Martin Luther King Jr. ES Site Improvement Project No.: 24169

Contract Term: Intended Start: July 7, 2025

Intended End: September 5, 2025

Total Cost Over Contract Term: \$576,500.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Moka Engineering Construction LLC. was selected by the District as the lowest responsible and responsive bid.

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

Moka Engineering Construction LLC. will demolish existing play structures, safety surfacing, site improvement services includes site grading, new hardscaping, site lighting, landscape upgrades, installing new irrigation for planting trees and shrubs for the Martin Luther King Jr. Elementary School Site Improvement Project.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

Memorandum:

Date: 4/9/2025

To: Kyle Brower

CC: Kenya Chatman, Colland Jang, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo: Project #24169 - Martin Luther King Elementary - Site Improvement

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 24169

Project Site(s): Martin Luther King Elementary

Name: Site Improvement

Analysis:

Our review has determined that the funding source for the above project (ELOP, 0007) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Fund Source)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **July 7, 2025**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and **MOKA ENGINEERING AND CONSTRUCTION LLC**, 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 Martin Luther King Jr. Elementary School Site Improvement Project, located at 960 10th Street, Oakland, CA

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

OUSD, 955 High Street, Oakland, CA.,

and other Contract Documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software KAHUA, INC. for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty days (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 **July 7, 2025**, in which case the deadline for Completion would be **September 5, 2025**.

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

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

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

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

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **FIVE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$576,500.00)** 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 **FIFTY-THREE THOUSAND DOLLARS AND NO/100 (\$53,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance (“Allowance”) is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor’s inclusion of a request for such payment in a progress payment application, or Contractor’s acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours

to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

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

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

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

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

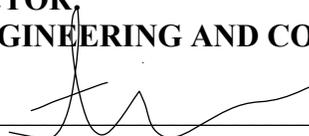
ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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

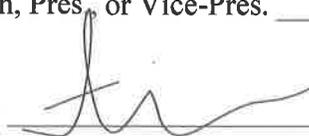
**CONTRACTOR:
MOKA ENGINEERING AND CONSTRUCTION LLC**

Signature:  _____

Name: Amir Mostavi

Date: 5/27/2025

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

Signature 

Name: Amir Mostavi

Date: 5/27/2025

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education

Date

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

Date



Preston Thomas (May 30, 2025 15:23 PDT)
Preston Thomas, Chief Systems & Services Officer

05/30/2025

Date

Approved As To Form:



05/30/2025

OUSD Facilities Legal Counsel

Date

1079408
CALIFORNIA CONTRACTOR'S
LICENSE NO.

8-31-2025
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.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Martin Luther King Jr ES
 Project: Site Improvements
 Project #: 24169
 Estimate: \$530,000

Date: Tuesday, April 2, 2025
 Time: 2:00 PM
 Project Mgr: Kyle Brower
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Moka Eng & Construction LLC	Base Bid:	\$603,000.00	Required Day of Bid:	
Address:	3315 Montgomery Dr. Unit 312	Allowance:	\$95,000.00	Signed Bid Form	X
City/State:	Santa Clara, CA 95054	Total:	\$698,000.00	Addendum Acknow.	1
Phone:	650-383-0245	Alternate:	\$ 170,000.00	Bid Bond	X
Fax:		Alternate:	\$ 20,000.00	Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:44 PM	4/2/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	NA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:21 PM	4/2/2025		
Company:	Redgwick Construction Co	Base Bid:	\$451,888.00	Required Day of Bid:	
Address:	21 Hegenberger Ct	Allowance:	\$53,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	Total:	\$504,888.00	Addendum Acknow.	2
Phone:	510-792-1721	Alternate:	\$ 294,850.00	Bid Bond	X
Fax:		Alternate:	\$44,862.00	Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	4/2/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	NA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:21 PM	4/2/2025		
Company:	The Design Build, Inc.	Base Bid:	\$693,000.00	Required Day of Bid:	
Address:	1930 Del Paso Rd Ste 121 B	Allowance:	\$95,000.00	Signed Bid Form	X
City/State:	Sacramento, CA 95834	Total:	\$693,000.00	Addendum Acknow.	2
Phone:	916-712-1314	Alternate:	\$ 85,000.00	Bid Bond	X
Fax:		Alternate:	\$ 27,000.00	Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:57 PM	4/2/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	NA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:21 PM	4/2/2025		
Company:	NG Builders, Inc.	Base Bid:	\$621,817.50	Required Day of Bid:	
Address:	3100 Dutton Ave Ste 223	Allowance:	\$95,000.00	Signed Bid Form	X
City/State:	Sant Rosa, CA 95407	Total:	\$716,817.50	Addendum Acknow.	2
Phone:	707-852-5046	Alternate:	\$250,000.00	Bid Bond	X
Fax:		Alternate:	\$ 64,736.00	Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:29 PM	4/2/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	NA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:21 PM	4/2/2025		

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of MOKA Engineering and Construction LLC, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **the Martin Luther King Jr Elementary School Site Improvement Project, located at 960 10th Street, Oakland, (the "Contract")**, Scope of work includes: The contractor will demolish existing play structures, safety surfacing, and basketball hoop poles. Safety surfacing tiles and drainage systems will be installed. New play structure installed by Others. Additional work includes preparing walls for murals and apply seal coating to asphalt. Work will follow strict safety standards and coordination with OUSD. Additive alternates include Poured-In-Place play matting and overtime premiums. See further details in the specifications. This project is being bid simultaneously with another site improvement project. If the successful bidder wins both, they shall provide a discounted price to account for efficiencies as indicated on the bid form.

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

Bid Amount (Base Bid):

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

<u>three hundred thirty-three thousand five hundred and 00/100</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>333,500.00</u>
<u>Fifty Three Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$53,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR ELEMENTARY SCHOOL
SITE IMPROVEMENT
PROJECT NO. 24169
MARCH 3, 2025

BID FORM
DOCUMENT 00 31 01

<u>three hundred eighty-six thousand five hundred and 00/100</u> Dollars <i>Total Base Bid Amount</i>	\$ <u>386,500.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

In the event that the successful bidder also wins the contract for the Manzanita Upper Yard Site Improvement Project No. 24170, which is being advertised separately, then the undersigned proposes to furnish all labor, materials, applicable taxes, equipment and services for both projects for the following discounted price, which factors in the various efficiencies associated with delivering both projects:

<u>six hundred three thousand and 00/100</u> Dollars <i>Bid Amount Without Contingency Allowance</i> <i>(Both Projects)</i>	\$ <u>603,000.00</u>
<u>Ninety Five Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>95,000.00</u>
<u>six hundred ninety-eight thousand and 00/100</u> Dollars <i>Total Base Bid Amount</i> <i>(Both Projects)</i>	\$ <u>698,000.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Alternate Bid Scopes:

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s):

{SR799810}2

ALTERNATE ITEM NO. 1: Playground with Poured-In-Place (PIP) Play Matting Surface

1. Furnish and install new poured-in-place (PIP) matting. Approx. 6,500 sqft
 - a. Include any prep required and draining needs.
 - b. Product: TotTurf TPV Supreme, 4" total thickness.
 - c. PIP must contain 50% color with (3) color options as part of the design. Color choices and design must be coordinated with OUSD.

ALTERNATE ITEM NO. 2: Overtime Premiums

1. It is critical that this project stays on schedule. Provide a not-to-exceed price for overtime premiums associated with accelerating the work by a maximum of (2) weeks.

ALTERNATE ITEM NO. 1: _____ one hundred seventy thousand and 00/100 _____ Dollars	\$ <u>170,000.00</u>
ALTERNATE ITEM NO. 2: _____ twenty thousand and 00/100 _____ Dollars	\$ <u>20,000.00</u>

Miscellaneous:

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

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

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

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the

{SR799810}3

Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

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

3315 Montgomery Dr., Unit 312, Santa Clara, CA 95054 Attn: Amir Mostavi

Email: a.mostavi@mokaconstruction.com

Our Public Liability and Property Damage Insurance is placed with:

BIBERK - P.O. Box 113247, Stamford, CT 06911, Policy# N9BP577486

Phone: 844-472-0967

Our Workers' Compensation Insurance is placed with:

Orr & Associates Insurance Services, Policy # C57225907

28780 Single Oak Dr, Ste 255, Temecula CA 92590

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

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

Addendum No. 1 Date 3/27/2025 Addendum No. Date

Addendum No. Date Addendum No. Date

Addendum No. Date Addendum No. Date

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

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

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

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or

{SR799810}4

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

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

Name of Company as Licensed in California: MOKA Engineering and Construction LLC

Business Address: 3315 Montgomery Dr., Unit 312, Santa Clara, CA 95054

Telephone Number: 650-383-0245

California Contractor License No.: 1079408

Class and Expiration Date: B - GENERAL BUILDING, A - GENERAL ENGINEERING 8/31/2025

Public Works Contractor Registration No.: 1000876741

State of Incorporation, if Applicable: TX

INDIVIDUAL:

Dated: _____, 20__

Signature: _____
_____ (Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

Signature: _____
_____ (Name)

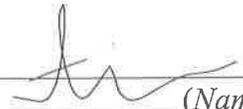
General Partner

{SR799810}5

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 4/1, 2025

Signature: 
Amir Mostavi (Name)
Chairman (Chairman, Pres., or Vice-Pres.)

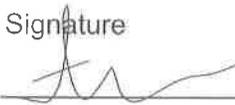
Signature: 
Amir Mostavi (Name)
CFO (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}6

Certificate of Authority and Specimen Signatures

I, Amir Mostavi, CFO, of MOKA Engineering and Construction LLC
(Counsel or Secretary's Name) (Title) (Seller Name)
("Seller"), which is a Limited Liability Company organized and existing
(Type of organization)

under the laws of Texas, hereby certify that pursuant to a duly adopted resolution(s) by the Board of Directors or similar governing body of Seller, the individuals listed below are fully authorized and empowered to execute agreements, contracts and similar documents legally binding Seller with regard to: (1) the sale of mortgage loans to the California Housing Finance Agency (CalHFA), and/or (2) the participation in CalHFA's ADU Grant Program. I also certify that the authority thereby conferred is not inconsistent or in conflict with the Certificate of Incorporation, Charter, By-Laws or other applicable governing documents of Seller's power and authority.

Signature	Name	Title
	Amir Mostavi	CFO

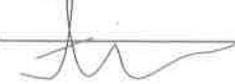
I also hereby certify that the specimen signatures set forth above next to each name are the true and genuine signatures of such persons and the CalHFA may conclusively rely on the accuracy, genuineness, and good faith of any written communication bearing any of the signatures set forth above. I also certify that the persons who signed the Certificate of Authority and Specimen Signatures set forth above were at the time of such signing and delivery and are now duly elected, qualified and acting as such officers.

This Certificate of Authority and Specimen Signatures supersedes all prior Certificate of Authority and Specimen Signatures.

In witness whereof, I have hereunto signed my name and affixed the seal of Seller this

1st, day of April, 2025
(Day) (Month) (Year)

Amir Mostavi CFO
Name Title

 Signature

BID BOND
DOCUMENT 00 40 00

Bond Number: BB2025166

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
MOKA Engineering and Construction LLC DBA: MOKA Construction as Principal and
American Contractors Indemnity Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Fifty Thousand Dollars (\$ 50,000.00) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Martin Luther King Jr. Elementary School in
strict accordance with Contract Documents. Site Improvements

NOW, THEREFORE,

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

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

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

{SR798944}]

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 31st day of March, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

MOKA Engineering and Construction LLC DBA: MOKA Construction

(Principal)

3315 Montgomery Drive Unit 312
Santa Clara, CA 95054

(Business Address)

By: Amir Mostavi



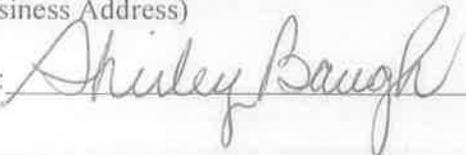
American Contractors Indemnity Company

(Corporate Surety)

801 S. Figueroa St. #700
Los Angeles, CA 90017

(Business Address)

By:



The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

BID BOND
DOCUMENT 00 40 00

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 Sacramento)
On 3-31-25 before me, J. Swalley, notary public
Date Here Insert Name and Title of the Officer
personally appeared Shirley Baugh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
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: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

SHIRLEY BAUGH

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2025166, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

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 Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, 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 _____

D. Littlefield

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of March, 2025.

Bond No. _____

BB2025166

Agency No. _____

2011



Kio Lo
Kio Lo, Assistant Secretary

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Martin Luther King Jr. Elementary School Site Improvements (Project Name)

PROJECT NO: 24169 BIDDER'S NAME MOKA Engineering and Construction LLC

DIR 10 Digit Registration No: 1000876741

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E),

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR798843}

if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
safety surfacing tiles instalation	\$72,000	SOF SURFACES USA INC	Petrolia, ON NON 1RC Canada	1044873	100006245

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

DESIGNATED OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR798843}

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Martin Luther King Jr. Elementary School Site Improvements**

Check option that applies:

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

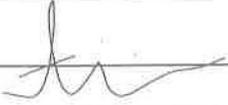
I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under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

Bidder fully 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: 4/1/2025

Proper Name of Bidder: MOKA Engineering and Construction LLC

Signature: 

Print Name: Amir Mostavi

Title: CFO/ Managing Member

END OF DOCUMENT

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Martin Luther King Jr. Elementary School Site Improvements

The undersigned declares:

I am the CFO/ Managing Member of MOKA Engineering and Construction LLC, the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April, 1st, 2025 at Santa Clara [city], CA [state].

Signature

Amir Mostavi

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

NON-COLLUSION
DOCUMENT 00 40 03

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

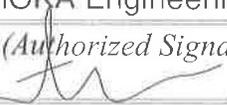
DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

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

OPTION #1 - CERTIFICATION

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

<i>Bidder Name/Financial Institution (Printed)</i> MOKA Engineering and Construction LLC		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Amir Mostavi, CFO		
<i>Date Executed</i> 04/1/2025	<i>Executed in</i> Santa Clara, CA	

OPTION #2 – EXEMPTION

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

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

Printed Name and Title of Person Signing

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**

(Education Code Section 45125.2)

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

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

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

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

{SR684074} 1

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

Dated: 01/22/2025



Signature

Name: Amir Mostavi

Title: CFO/ Managing Member

{SR684074}2

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

FINGERPRINTING NOTICE &
ACKNOWLEDGING CERTIFICATE
DOCUMENT 00 43 00

ATTACHMENT A

Violent and Serious Felonies

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

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

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

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate;

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(14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

{SR684074}5

ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

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

Contractor Firm Name: MOKA Engineering and Construction LLC
Supervisor/Foreman Name: Ehsan Mostavi
Start Date: 8/15/2025
Completion Date: 10/1/2025
Location of Work: 2409 E27th Street, Oakland, CA 94601
Hours of Work: 7:00 am - 4:00 pm
Length of Time on Grounds: 1.5 Months
Number of Employees on the Job: 3

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

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

Name of Supervising Employee:

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

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

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

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

{SR684074}6

Dated: 04/1/2025

Signature: 
Typed Name: Amir Mostavi
Title: CFO/ Managing Member
Contractor: MOKA Engineering and Construction LLC

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OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

FINGERPRINTING NOTICE &
ACKNOWLEDGING CERTIFICATE
DOCUMENT 00 43 00



CHANGE ORDER 00 43 03

Owner: Oakland Unified School District
Project: _____
School: _____
Contractor: _____

Change Order No.: _____

Date: _____

DSA File No.: _____

DSA Application No.: _____

OUSD Project #: _____

Project Manager: _____

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):

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$ _____

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

Director Initials _____

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025



Department of Facilities Planning and Management

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

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

Prior Change Orders: + \$ _____

Total Contract Price Prior to this Change Order = \$ _____

This Change Order's Adjustment: + \$ _____

Adjusted Contract Price (include all special and contingency allowances): = \$ _____

Current Change Order's Percentage of Original Contract Price: _____%

Total Change Orders' Percentage of Original Contract Price: _____%

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.

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

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time: _____ Calendar Days

Prior change order adjustments to contract time: + _____ Calendar Days

This change order's adjustment to contract time: + _____ Calendar Days

Adjusted contract time: = _____ Calendar Days

Start Date per Notice to Proceed: _____, 20__

Completion Deadline Based on Adjusted Contract Time: _____, 20__

OR

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline: _____, 20__

Time extensions granted in prior change orders: + _____ Calendar Days

Time extension granted in this change order: + _____ Calendar Days

Adjusted contract completion deadline: = _____, 20__

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
 SITE IMPROVEMENTS
 PROJECT NO. 24169
 MARCH 1, 2025

Department of Facilities Planning and Management

[NOTE TO OWNER: If there is a milestone deadline in the agreement, then use one of the two following "Summary of Adjustments to Time for Milestone Deadline" tables depending on whether the contract requires completion of the milestone (a) within a specified number of days, or (b) by a specific date.]

SUMMARY OF ADJUSTMENTS TO TIME FOR MILESTONE DEADLINE:

[NOTE TO OWNER: If there is no milestone deadline in the agreement, then delete these lines about milestone deadline adjustments. If there are two or more milestone deadlines in the agreement, then repeat these lines for each milestone deadline. If the time extension granted by this change order applies only to the completion deadline (above), then do not include the time extensions in these lines about the milestone deadline. If the time extension granted by the change order applies only to a milestone deadline, then do not include the time extension in the lines for the other milestone deadlines or the lines for the completion deadline.]

Original milestone deadline time: _____ Calendar Days
 Prior change order adjustments to milestone deadline time: + _____ Calendar Days
 This change order's adjustment to milestone deadline time: + _____ Calendar Days
 Adjusted milestone deadline time: = _____ Calendar Days

Start Date per Notice to Proceed: _____, 20__
 Completion Deadline Based on Adjusted Contract Time: _____, 20__

OR

SUMMARY OF ADJUSTMENTS TO TIME FOR MILESTONE DEADLINE:

[NOTE TO OWNER: If there is no milestone deadline in the agreement, then delete these lines about milestone deadline adjustments. If there are two or more milestone deadlines in the agreement, then repeat these lines for each milestone deadline. If the time extension granted by this change order applies only to the completion deadline (above), then do not include the time extensions in these lines about the milestone deadline. If the time extension granted by the change order applies only to a milestone deadline, then do not include the time extension in the lines for the other milestone deadlines or the lines for the completion deadline.]

Original milestone deadline: _____, 20__
 Prior change order adjustments to milestone deadline: + _____ Calendar Days
 This change order's adjustment to milestone deadline: + _____ Calendar Days
 Adjusted milestone deadline: = _____, 20__

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
 SITE IMPROVEMENTS
 PROJECT NO. 24169
 MARCH 1, 2025



Department of Facilities Planning and Management

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> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Date:</p> <p>_____</p> <p>Approved as to Form:</p> <p>_____</p> <p>OUSD Facilities Counsel</p> <p>Date:</p> <p>_____</p>	<p>Approved and Agreed: General Contractor</p> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Date:</p> <p>_____</p>	<p>Approved and Agreed:</p> <p>_____</p> <p>Executive Director, Facilities</p> <p>_____</p> <p>Date:</p> <p>_____</p> <p>_____</p> <p>Chief of Systems & Services Officer</p> <p>_____</p> <p>Date:</p> <p>_____</p>
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319-661/7106499.1

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24169
MARCH 1, 2025

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 1, 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 funded 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.

MOKA Engineering and Construction LLC

Company Name


Signature of Authorized Representative

3315 Montgomery Dr., Unit 312, Santa Clara, CA 95054

Address

Amir Mostavi

Type or Print Name

415

Area Code

890-4505

Phone

4/1/2025

Date

Ehsan Mostavi

Type or Print Name

END OF DOCUMENT

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

The Martin Luther King Jr. Elementary School Site Improvements Project Contract for the
Oakland Unified School District (“Owner”)

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

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)

2. Identify all public works contracts on which you have performed work over the last 5 years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here): Attached
 - a. The public agency owner, its design professional, and its construction manager.
 - b. The contact persons at the owner, the design professional, and the construction manager.
 - c. The name of project.
 - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
 - e. The date of the owner’s award of the contract to you.
 - f. The original scope of work in the contract.
 - g. The original contract price.
 - h. The original contract time for performance.
 - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
 - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
 - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
 - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.

m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.

o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.

p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract: **None.**

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract: **None.**

a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

b. A copy of each CWPA and DCP.

c. Reasons for the issuance of each CWPA and DCP.

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

a. None.

b. _____

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

a. None.

b. _____

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

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

a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner. **None.**

b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract. **None.**

c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract. **None.**

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

2. Identify all public works contracts on which you have performed work over the last 5 years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):

2.1-

- a) Owner: Alameda County GSA-BMD,
- b) Point of Contact: Christopher Guajardo, PH: 510-815-4231, Address: 1401 Lakeside Dr., Oakland, CA 94612,
- c) Name of Project: Turnkey Bottle Filler Install
- d) Method of Delivery: Multiple Prime Competitive Biding
- e) Date Awarded: 1/23/2024
- f) Scope of Work: Remove and dispose existing drinking fountains, relocate existing plumbing and electrical, provide support for new bottle fillers. Install new bottle fillers.
- g)Original Contract Price: \$24,850
- h) Original Contract Time of Performance: 30 days
- i) None
- j) None
- k) None
- l) None
- m) none
- n) none
- o) none
- p) nothing more than the original contract.

2.2-

- a) Owner: Santa Clara County Office of Education
- b) Point of Contact: Laith Hadi, PH: 949-221-8997, Address: 1290 Ridder Park Dr MC 254-P, San Jose, CA 95131,
- c) Name of Project: iQ 22-23-24 Ridder Park Gilroy Room Refresh - PO 422550
- d) Method of Delivery: Multiple Prime Competitive Biding
- e) Date Awarded: 6/30/2024
- f) Scope of Work: Demo and install new power and data for 12 new workstation in the Gilroy Room, repair acoustical ceiling, modify IDF Room, paint
- g)Original Contract Price: \$49,720
- h) Original Contract Time of Performance: 15 days
- i) None
- j) None
- k) None
- l) None
- m) none
- n) none
- o) none
- p) nothing more than the original contract.

2.3-

- a) Owner: Grossmont Union High School District
- b) Point of Contact: Dena Johnson, PH:619-644-8051, Address: 1100 Murray Drive, El Cajon, CA 92020
- c) Name of Project: Chaparral Accessible Path of Travel - CN-3751
- d) Method of Delivery: Multiple Prime Competitive Biding
- e) Date Awarded: 5/2/2024
- f) Scope of Work: Demo and install new retaining wall, slab and fence.
- g)Original Contract Price: \$297,800
- h) Original Contract Time of Performance: 60 days
- i) None
- j) None
- k) None
- l) None
- m) none
- n) none
- o) none
- p)Project is not completed yet (Estimated to be completed by 7/27/2024). There was a owner request change order till now. Our overhead was 10%.

5. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

None - All were completed on-schedule.



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2024 06/30/2025

Contractor Information

Contractor Name: MOKA Engineering and Construction LLC

Trade Name: MOKA Construction

License Type Number: PW-LR-1000876741

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: Santa Clara

Physical Business Address: 3315 Montgomery Dr., Unit 312

Physical Business State: CA

Physical Business Postal Code: 95054

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: Santa Clara

Mailing Address: 3315 Montgomery Dr., Unit 312

Mailing State: CA

Mailing Postal Code: 95054

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: e.mostavi@mokaconstruction.com

Applicant's Email: e.mostavi@mokaconstruction.com



Business Search

Search By: Value:

Specify Start Date Range (Optional)

Account #	Business Name	Business Address	Phone	Website	Start Date	Expire Date
311360	Moka Engineering And Construction LLC	--ON FILE--	(650) 383-0245		1/1/2023	1/9/2026

Total records found: 1



City of Santa Clara
Municipal Services Division - Business License Unit
1500 Warburton Ave Santa Clara, CA 95050
Phone (408) 615-2310
Business Hours: Mon-Fri (8am - 5pm)



Transient Occupancy Tax:

▼ Contractor's License Detail for License # 1079408

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/10/2024 12:47:42 AM

Business Information

MOKA ENGINEERING AND CONSTRUCTION LLC
dba MOKA CONSTRUCTION

3315 MONTGOMERY DR UNIT 312
SANTA CLARA, CA 95054
Business Phone Number:(646) 342-0620

Entity Ltd Liability
Issue Date 08/09/2021
Expire Date 08/31/2025

[License Status](#)

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.
Bond Number: 10124935
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with GREAT AMERICAN INSURANCE COMPANY.
Bond Number: 3962864
Bond Amount: \$100,000
Effective Date: 07/12/2021

Bond of Qualifying Individual

The qualifying individual EHSAN MOSTAVI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/09/2021

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 9308468
Effective Date: 11/25/2021
Expire Date: 11/25/2024
[Workers' Compensation History](#)

Printed on: 1/31/2024 10:35:26 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2025850

Legal Business Name:
Moka Engineering and Construction LLC

Doing Business As (DBA) Name 1:
MOKA Construction

Doing Business As (DBA) Name 2:
MOKA Properties

Address:
3315 Montgomery Dr.
312
California
Santa Clara
CA 95054

Email Address:
a.mostavi@mokaconstruction.com

Business Web Page:

Business Phone Number:
(650) 383-0245

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	11/12/2023	11/30/2025
SB-PW	Approved	11/12/2023	11/30/2025

Stay Informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13
(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Martin Luther King Jr. Elementary School Site Improvements Project

I, Amir Mostavi, declare that I am the CFO/ Managing Member *[insert title]* of MOKA Engineering and Construction LLC, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit MOKA Engineering and Construction LLC *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that MOKA Engineering and Construction LLC *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on April 1st 2025, at Santa Clara *[city]*, California *[state]*.

Date: 4/1/2025



Signature

Print Name: Amir Mostavi

Print Title: CFO/ Managing Member

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 100963105

Premium: \$10,377.00

MOKA Engineering and Construction LLC DBA: MOKA Construction

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal, and American Contractors Indemnity Company as Surety, are held and firmly bound
unto the Oakland Unified School District, in the County of Alameda, State of California,
hereinafter called the "Owner," in the sum of Five Hundred Seventy Six Thousand Five Hundred
Dollars (\$ 576,500.00) 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 **July 7, 2025**, for construction of

the Martin Luther King Jr. Elementary School Site Improvements Project, located at 960 10th Street, Oakland, CA (the "Contract"), The following scope of work will be as follows: The contractor will demolish existing play structures, safety surfacing, and basketball hoop poles. Safety surfacing tiles and drainage systems will be installed. New play structure installed by Others. Additional work includes preparing walls for murals and apply seal coating to asphalt. Work will follow strict safety standards and coordination with OUSD. Additive alternates include Poured-In-Place play matting and overtime premiums. See further details in the specifications. This project is being bid simultaneously with another site improvement project. If the successful bidder wins both, they shall provide a discounted price to account for efficiencies as indicated on the bid form.

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

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

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

{SR798942} I

OAKLAND UNIFIED SCHOOL DISTRICT
MARTIN LUTHER KING JR ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO.:24169

PERFORMANCE BOND
DOCUMENT 00 61 00

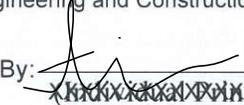
Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 30th day of May, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

MOKA Engineering and Construction LLC DBA: MOKA Construction

By: 
~~(Individual Principal)~~
3315 Montgomery Drive Unit 312
Santa Clara, CA 95054
(Business Address)

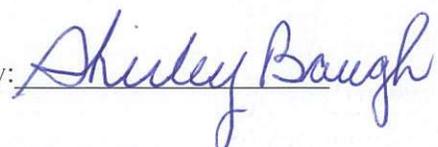
(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

American Contractors Indemnity Company
(Corporate Surety)
801 S. Figueroa St. #700
Los Angeles, CA 90017
(Business Address)

By: 

The rate of premium on this bond is 1.8% per thousand.

The total amount of premium charged is \$10,377.00.

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

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 Sacramento)

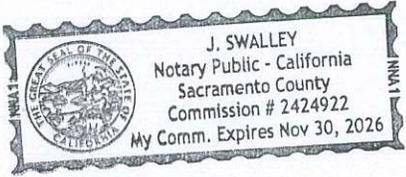
On 5-30-25 before me, J. Swalley, notary public,
Date Here Insert Name and Title of the Officer

personally appeared Shirley Baugh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 100963105
Premium included in performance bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and MOKA Engineering and Construction LLC DBA: MOKA Construction, 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 Martin Luther King Jr Elementary School Site Improvements Project, located at 960 10th Street, Oakland, (the "Contract"). The Scope of work consists of the contractor will demolish existing play structures, safety surfacing, and basketball hoop poles. Safety surfacing tiles and drainage systems will be installed. New play structure installed by Others. Additional work includes preparing walls for murals and apply seal coating to asphalt. Work will follow strict safety standards and coordination with OUSD. Additive alternates include Poured-In-Place play matting and overtime premiums. See further details in the specifications. This project is being bid simultaneously with another site improvement project. If the successful bidder wins both, they shall provide a discounted price to account for efficiencies as indicated on the bid form.

which said agreement dated **July 7, 2025**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned American Contractors Indemnity Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Five Hundred Seventy Six Thousand Five Hundred Dollars (\$ 576,500.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be

{SR798938} 1

awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

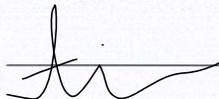
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 30th day of May, 2025.

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

MOKA Engineering and Construction LLC DBA: MOKA Construction

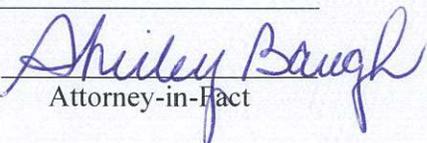
Principal

By: 

American Contractors Indemnity Company

Surety

801 S. Figueroa St. #700
Los Angeles, CA 90017

By: 
Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

{SR798938}2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

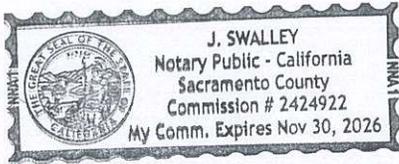
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 5-30-25 before me, J. Swalley, notary public,
Date Here Insert Name and Title of the Officer
personally appeared Shirley Baugh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
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: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

SHIRLEY BAUGH

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100963105, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

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 Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, 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 *D. Littlefield* (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of May, 2025.

Bond No. 100963105
Agency No. 2011



Kio Lo
Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2025

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

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

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company 10391 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Moka Engineering And Construction, LLC Moka Construction 3315 Montgomery Dr Santa Clara, CA 95054-3028		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

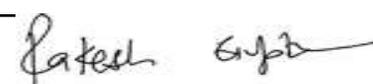
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	N9BP436950	12/06/2024	12/06/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is listed as additional insured as it pertains to general liability (see endorsement attached)
A waiver of transfer of rights exists on this policy as it pertains to general liability in favor of Oakland Unified School District (see endorsement attached)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1000 Broadway, Ste. 680 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 3099502

05/27/2025

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

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

PRODUCER AON RISK SERVICES SOUTH, INC 3550 LENOX ROAD NORTHEAST, SUITE 1700 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C. No. Ext): 844-398-0470		FAX (A/C. No.):
	E-MAIL ADDRESS: certs@peoplease.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Indemnity Insurance Company of North America			43575
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
 MOKA ENGINEERING AND CONSTRUCTION LLC
 3315 Montgomery Dr Apt 312
 SANTA CLARA, CA 95054

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C72829815	12/31/2024	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Martin Luther King Jr. Elementary School Site Improvements - PROJECT NO. 24169
 Project Address: 960 10th Street Oakland CA 94603

CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Oakland CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Martin Luther King Jr. ES Site Improvement	Site	913
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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	Moka Engineering & Construction, LLC.	Agency's Contact	Amir Mostavi		
OUSD Vendor ID #	009178	Title	Owner		
Street Address	3315 Montgomery Drive Unit 312.	City	Santa Clara	State	CA Zip 95054
Telephone	650-383-0245	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	24169				

Term of Original/Amended Contract

Date Work Will Begin <small>(i.e., effective date of contract)</small>	07-07-2025	Date Work Will End By <small>(not more than 5 years from start date; for construction contracts, enter planned completion date)</small>	09-05--2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$576,500.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour <small>(If Hourly)</small>	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

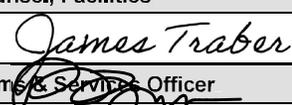
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
2600/9000	Fund 01	010-2600-0-9000-8500-6274-913-9220-0092-9999-24169	6274	\$576,500.00

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
	Executive Director, Facilities				
	Signature	Date Approved			
2.	General Counsel, Facilities				
	Signature 	Date Approved	05/30/2025		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	05/30/2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			