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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marc White, Director, Buildings and Grounds Department *MW*

Board Meeting Date September 14, 2022

Subject Agreement for Maintenance – Competitively Bid – Graham Tree Service, Inc. –
Community Day School Tree Removal Project - Buildings and Grounds Department

Action Requested Approval by the Board of Education of Agreement for Maintenance by and between the **District and Graham Tree Service, Inc.**, Oakland, California, for the latter to provide tree removal maintenance service with work consists of but is not limited to the removal, pruning, and/or cutting back of trees that pose the highest risk to the campus grounds, structures, and driveways on campus property for the **Community Day School Tree Removal Maintenance Service Project**, in the amount of **\$98,000.00**, as the lowest responsive bidder, with a contract term of two (2) months; with the work anticipated to commence on **September 15, 2022**, and with an end date of **November 14, 2022**.

Discussion The scope of work of the contract consists of the tree removal maintenance service Project. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement for Maintenance by and between the District and Graham Tree Service, Inc., Oakland, California, for the latter to provide tree removal maintenance service with work consists of but is not limited to the removal, pruning, and/or cutting back of trees that pose the highest risk to the campus grounds, structures, and driveways on campus property for the Community Day School Tree Removal Maintenance Service Project, in the amount of \$98,000.00, as the lowest responsive bidder, with a contract term of two (2) months; with the work anticipated to commence on September 15, 2022, and with an end date of November 14, 2022.

Fiscal Impact Fund 010 General Fund Routine Restricted Maintenance Account (RRMA)

Attachments

- Contract Justification Form
- Agreement, including Exhibits 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. 22-1763

Department: Buildings and Grounds Department

Vendor Name: Graham Tree Service, Inc.

Project Name: Community Day Tree Removal

Project No.: 31271

Contract Term: Intended Start: 9-15-2022

Intended End: 11-14-2022

Total Cost Over Contract Term: \$98,000.00

Approved by: Marc White

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Graham Tree Service, Inc., was selected by the District as the lowest responsible and responsive bid.

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

Graham Tree Service, Inc., for the latter to provide tree removal maintenance service with work consisting of but is not limited to the removal, pruning, and/or cutting back of trees that pose the highest risk to the campus grounds, structures, and driveways. Exterior removal/printing of trees that pose the highest risk on campus property.

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 \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this **15th day of September 2022** (“Contract”), by and between **GRAHAM TREE SERVICE, INC.** (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services (“Services” or “Work”):
 - **Community Day Tree Removal Maintenance Services, as described in more detail in Exhibit A attached hereto and incorporated herein.**

The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

- **A, B and/or D-49**

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

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

The total amount to be paid for the items of Required Work listed in the Contract, including the Bid Form and *Exhibit A*, shall be a lump sum of **\$98,000.00**, to be paid in full upon completion. (see the Bid Form and *Exhibit B*).

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:

Community Day School Site

The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of Two (2) months from the date of the District’s governing board’s approval of this Contract (“Term”).

5. **Insurance.**

- a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Instruction to Bidders | <input checked="" type="checkbox"/> Invitation to Bid |
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input checked="" type="checkbox"/> Agreement | <input checked="" type="checkbox"/> Exhibit B (Rates for Payment) |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | Other: _____ |
| <input type="checkbox"/> Iran Contracting Act Certification, if required by law | |
| <input checked="" type="checkbox"/> Sufficient Funds Declaration | |
| <input checked="" type="checkbox"/> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B) | |

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

OAKLAND UNIFIED SCHOOL DISTRICT

850.4

Gary Yee, President, Board of Education 9-15-2022
Date

Sandra Aguilera

Sondra Aguilera, Acting Superintendent
and Secretary, Board of Education 9-15-2022
Date

Marc White

Marc White, Director
Buildings & Grounds Department 8/1/22
Date

**CONTRACTOR:
GRAHAM TREE SERVICE, INC.**

Dated: 07/07, 2022

SIGNATURE: Raymond Graham

Print Name: Raymond Graham

Print Title: President

Approved as to form:
[Signature]

OUSD Facilities Legal Counsel 7/28/22
Date

Information regarding Contractor:

- Type of Business Entity:
- Individual
 - Sole Proprietorship
 - Partnership
 - Limited Partnership
 - Corporation
 - Limited Liability Company
 - Other: _____

<p><u>91-1833435</u></p> <p>Employer Identification and/or Social Security Number</p> <p>NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.</p>

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting

information within ten (10) days of the issue arising, it shall be deemed to have waived its right to request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the specific price stated

in its bid for the Required Work. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of Potential Work. However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and

merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any

contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District’s administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District’s waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District 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.

EXHIBIT “A”
SCOPE OF SERVICES
Tree Removal Maintenance Services

Generally, maintenance may not include repair work involving any facility, but may include repairs on some fixtures. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance Contract (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance Contract, but are not within the actual scope of this Contract, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District’s governing board.

The scope of this agreement may consist of “Required Work” and “Potential Work.” “Required Work” is maintenance service that must be performed by Contractor during the term of the Contract, such as periodic preventive maintenance. “Potential Work” is maintenance service that may or may not arise, or be necessary, during the term of the Contract, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the Contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The scope of this Contract includes all labor, materials, equipment, overhead, and other costs necessary to satisfactorily perform the Required Work and Potential Work pursuant to this Contract.

The maintenance services under the Contract include the following Required Work:

- The scope of work consists of but is not limited to removal, pruning, and/or cutting back trees that pose the highest risk to the campus grounds, structures, and driveways, as recommended by the January 31, 2022, Arborist Report included with the bid invitation.

The maintenance services under the Contract include the following Potential Work:

- This contract does not include any Potential Work, including all equipment and materials required

for this work.

EXHIBIT “B”
RATES FOR PAYMENT

A. Required Work: Lump sum of **\$98,000.00** for the term of the Contract.

B. Potential Work: None

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: Community Day Tree Removal

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 07/07 2022 at Oakland *[city]*, CA *[state]*.

Date: 07/07/2022

Raymond Graham
Signature
Print Name: Raymond Graham
Print Title: President

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**
(Education Code Section 45125.1)

[insert current fingerprinting form for non-construction contracts]

END OF DOCUMENT

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 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 such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, 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. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as President *[insert "owner" or officer title]* of Graham Tree Service Inc.
[insert name of business entity], have read the foregoing and agree that Graham Tree Service Inc
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 07/07/2022

Name: Raymond Graham

Signature: *Raymond Graham*

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

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

Section 220.

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

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Graham Tree Service Inc.

Entity Name: _____
Date of Entity's Contract with District: 06/02/2022
Scope of Entity's Contract with District: _____

I, Raymond Graham [insert name], am the President [insert "owner" or officer title] for Graham Tree Service Inc. [insert name of business entity] ("Entity"), which entered a contract on 06/02/2022, 2022, with the District for \$98000.00.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: 07/07, 2022

Signature: Raymond Graham
Typed Name: Raymond Graham
Title: President
Entity: Graham Tree Service Inc.

DOCUMENT 00 52 00

SCHEDULE Z

**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.

Graham Tree Service Inc.			<i>Raymond Graham</i>
Company Name			Signature of Authorized Representative
6249 Chelton Dr Oakland CA 94611			Raymond Graham
Address			Type or Print Name
510	383-9585	07/18/2022	Raymond Graham
Area Code	Phone	Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT
Graham Tree Service, Inc.
Community Day Tree Removal**

**SCHEDULED Z CERTIFICATION
DOCUMENT 00 52 00**

Gerald Smith Tree Consulting
3624 Arcadian Drive, Castro Valley, CA 94546
510-581-7377

January 31, 2022

Oakland Unified School District
Attn: Olga Bermeo – Grounds Maintenance
955 High Street 3024
Oakland, CA 94601

Enclosed is a report of my findings following my January 27, 2022, onsite Visual Tree Assessments (VTA) at Community Day School, 4917 Mountain Blvd., Oakland Ca. These assessments were requested by Ms. Olga Bermeo of the Oakland Unified School District to assure that preventative measures are being implemented to eliminate the threat that high-risk trees pose to the public (students, faculty, and employees) and the property (structures, paths,, roads, parking areas) at this school campus. Ms. Bermeo requested my services as a consultant to:

- 1) Inspect and assess the risk potential of the numerous large trees growing on the campus property.
- 2) Take photos, and provide recommendations for removal/pruning of the trees that pose the highest risk to the campus grounds.

Per your request I have provided a report that identifies which trees fit these criteria

In brief, I inspected sixteen (16) trees growing on or adjacent to the school grounds, buildings, roads, driveways, and walkways. Two of the 16 trees I observed, (#6, & #16) posed the highest risk to the campus and right of way. The remaining 13 trees do, however, show visible defects that require complete removal or cutting back to reduce risk potential in the future (see “Tree Descriptions” Page 2). Most significant are Trees #1, #2, #3, #7, #12, & #15. Complete removal would be the best long-term solution to eliminate the risks they pose. The majority of the remaining trees will also require either, complete removal, or cutting back over structures and driveways. (see Photos – Appendix A).

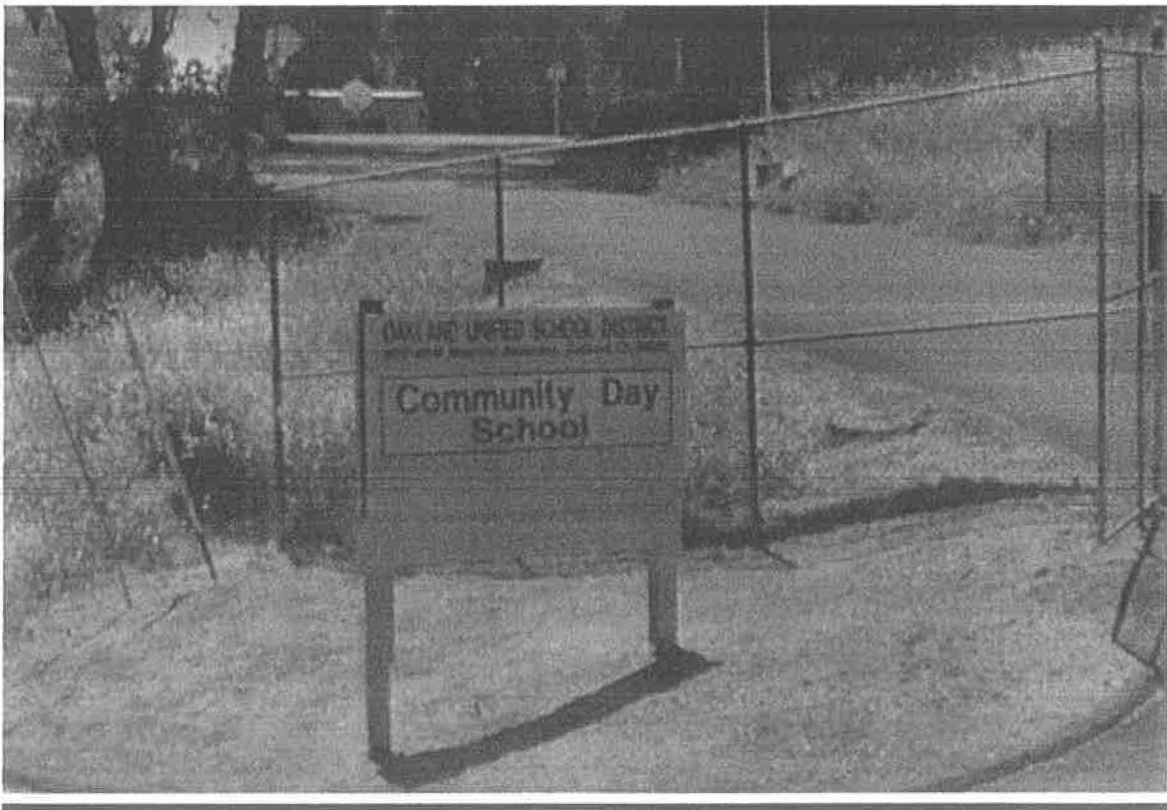
These assessments are based on a visual inspection I performed on January 27, 2022, including recommendations for preventative measures that should be implemented to eliminate the potential risks trees can pose to the campus property, roads and anyone using the property.

I hope you find this information useful. Please feel free to call me if you have any questions at (510) 581-7377. It has been a pleasure collaborating with you on this assignment.

Gerald D. Smith, Certified Arborist WC-ISA #0429A
Member, American Society of Consulting Arborists

**COMMUNITY DAY SCHOOL
4917 MOUNTAIN BLVD., OAKLAND, CA
Arborist Report**

Submitted by
Gerald D. Smith
January 31, 2022



**Gerald Smith Tree Consulting
3624 Arcadian Drive
Castro Valley, CA 94546
510-581-7377**

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Summary

I was contacted by Olga Bermeo of the Oakland Unified School District (OUSD) on January 26, 2022, for the purpose of being retained by the OUSD to evaluate and report on the risk potential of the trees growing on the Community Day School, 4917 Mountain Blvd., Oakland, Ca. Due to reopening of schools, inspections are considered essential and necessary for public safety. At my onsite visit on January 27, 2022, I inspected sixteen (16+) trees that posed potential risks to the surrounding areas beneath their canopies (target zones). Complete removal of trees #1, #2, #3, #6, #7, #8, #9, #10 (2), #12, #13, #15, and #16 is recommended. Large, overextended branch removals are recommended on Trees #4 (2), #5, #11 (3), and #14 are also described in this report. See Appendix A, (Maps and Photos).

Assignment

After my contact with Ms. Bermeo, we agreed that my assignment was to:

1. Visually inspect and evaluate trees on or around the school campus that may pose a significant risk to the public safety or to the property in general.
2. Submit a written report of my findings.

Limits of the Assignment

This report is limited to a visual assessment of potential tree removals and landscape management strategies.

Site Description

I made one on site visit to the Community Day School on January 27, 2022. During this visit I observed that this site is comprised of level areas with developed structures and grounds. There are also dense eucalyptus groves on sloping hillsides surrounding the level school grounds. The areas in and around the campus contain a variety of tree species. The trees within or adjacent to the campus grounds include eucalyptus, cedar, pine, acacia, and oak. The close proximity of these trees to things of value (people, structures, fences, vehicles) highlight the importance of managing/abating potential risk situations related to the trees and landscape.

Tree Descriptions

Tree #	Species	Diameters	Priority	Reasons for Removal or Pruning
1, 2, 3	eucalyptus	24"- 56"	Moderate/ High Risk	Remove downed tree and leaning trees that may also uproot.
4+	eucalyptus	36"+	Moderate/ High Risk	Remove long overextended limbs from this tree and adjacent trees as needed. Threat to area.
5	oak	24"	Moderate Risk	Remove section of tree overhanging driveway being hit by vehicles.
6	oak	28"	High Risk	Remove uprooting tree laying on fence to abate hazard to school grounds.
7	acacia	24"	Moderate/ High Risk	Remove leaning section over fence and driveway to abate potential hazard to school grounds.
8	cedar	8", 10"	Moderate/ High Risk	Remove dead, dying, trunks or entire tree. Poses threat to grounds. Multiple trunks.
9	acacia	36" (4+ trunks)	Moderate/ High Risk	Remove dead, dying trunks or entire tree that pose threat to building and grounds.
10 (2)	acacia	10"- 12"	Moderate Risk	Remove two failing trees leaning on native oak tree.
11 (3)	eucalyptus	32"-36"	Moderate Risk	Cut back long overextended limbs over building to abate potential hazard to roof and structure.
12	eucalyptus	24"	Moderate/ High Risk	Remove double trunked, severely leaning tree to abate hazard to carport and school grounds.
13	Monterey pine	24"	Moderate Risk	Remove dying, dead tree before it starts breaking apart.
14	Stone pine	30"	Moderate/ High Risk	Remove large, overextended branch and deadwood in lower canopy to abate potential threat to driveway and grounds.
15	Stone pine	20" +	Moderate/ High Risk	Remove tree. Severe lean. Threat to grounds and area if it uproots in over saturated soil.
16	Monterey pine	20" +	High Risk	Remove dead, dying pine to abate threat to street and public right of way.

Removals of trees #1, #2, #3, #6, #8, #9, #10(2), #12, #13, #15, & #16 is recommended. Branch removal, deadwood and cutting back is recommended on trees #4, #5, #7, #11(3) & #14 as described above. These are the trees that pose a High Risk, Moderate/High Risk, and Moderate Risk to the school grounds, public right of way, and its occupants. The location and identifying numbers are shown in Appendix A, (Campus Map - Aerial View). A specific assessment of each tree (diameter, height, spread, condition, root crown excavation, decay detection drilling or aerial inspection) were not requested.

Discussion

During my onsite visit it also became clear that my primary concern was to identify and recommend the removal of any trees that posed a substantial risk to the public safety. Two of the Sixteen (16) trees described in this report fit the category of Highest Risk. The remaining trees fit the category of Moderate/High Risk and Moderate Risk, due to poor structures and proximity to high use areas, (school grounds, structures) and will require complete removal or pruning to eliminate future potential risks. The trees and “Reasons” are listed above in “Tree Descriptions.”

Conclusion

The purpose of this assignment was to evaluate the trees that were most likely to pose a substantial risk to the public safety and existing structures. I have concluded that all of the 16 trees described in this report pose some degree of sufficient risk to the public, students, faculty, and visitors that use this campus. Two of the trees described in this report pose the highest risk and the remaining trees require either removal or pruning to eliminate their potential to cause damage or injury.

Recommendations

Based on my observations and assessment of the trees growing on or adjacent to the Community Day School campus property I would recommend:

1. Complete removal of Trees #1, #2, #3, #6, #8, #9, #10 (2), #12, #13, #15, & #16.
2. Cut back large limbs/sections on Trees #4, #5, #7, #11(3) & #14 (deadwood also).
3. Trees #6 & #16 pose Highest Risk.

APPENDIX A – MAPS AND PHOTOS

MAP #1 – Campus Map – Aerial View - Tree Locations



This is an aerial view of the campus showing the locations of the trees recommended for removal or pruning due to the risk they may pose to school property and public rights of way. The locations are approximate. The total number of trees on the map recommended for removal is eleven (11). The diameters are listed in “Tree Descriptions” (Page 2).

Photos (cont.), Trees #1, #2, #3



Top photo shows Tree #1 (uprooted and touching building) and leaning tree (#2). Bottom photo shows both leaning trees (#2 & #3). Remove downed tree and leaning trees.

Photos (cont.) Tree #4



This photo of Tree #4 shows long overextended limbs overhanging parking areas and buildings that need cutting back. Some of the long branches may come from adjacent trees and should also be cut back.

Gerald Smith Tree Consulting

Photos (cont.), Tree #5



This photo of Tree #5 shows the low trunk section overhanging the driveway. Staff member installed temporary fence to keep cars from hitting tree. Remove back to trunk to provide clearance over driveway.

Gerald Smith Tree Consulting

Photos (cont.), Tree #6



This photo of Tree #6 shows how it is failing onto the fence and overhanging the driveway, Fence is holding tree from falling onto school grounds. Highest priority, remove.

Gerald Smith Tree Consulting

Photos (cont.) Tree #7



Top photo of Tree #7 shows the severe lean and top-heavy crown. Bottom photo also shows lean and weak crotch at base. Tree poses threat to school grounds (remove leaning section).

Gerald Smith Tree Consulting

Photos (cont.) Tree #8



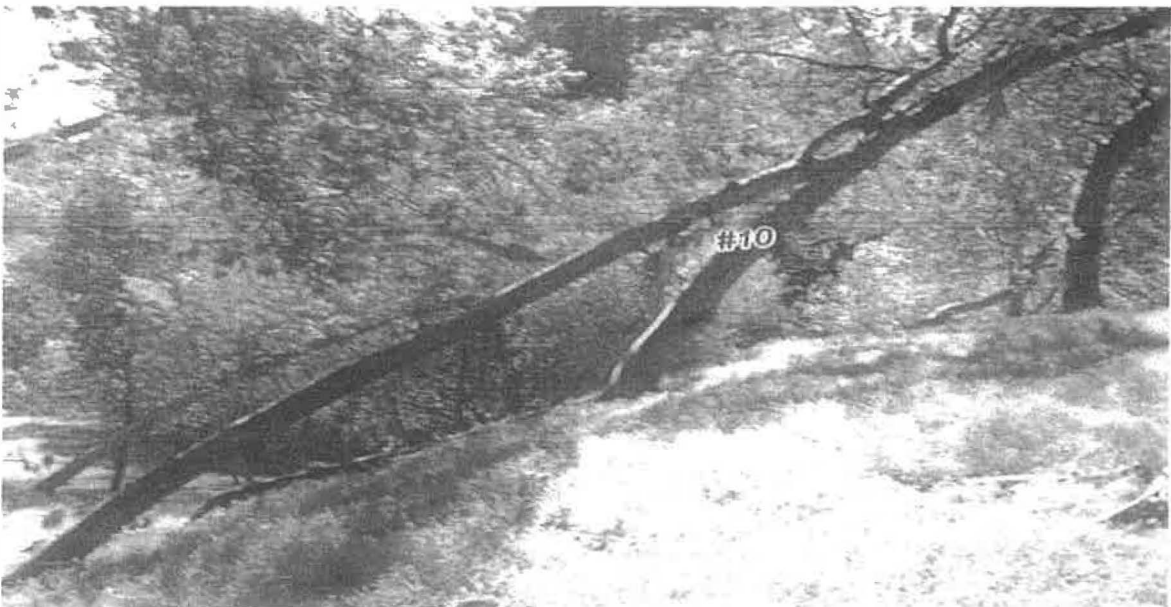
This photo of Tree #8 shows dead and dying trunks that threaten the fence and school grounds (remove dead sections or entire tree).

Photos (cont.) Tree # 9



This photo of Tree #9 shows several dead and dying trunks that are close to the building and school grounds (remove dead sections or entire tree).

Photos (cont.) Tree #10 (2 trees)



The top photo of Tree #10 shows how it is laying on a native oak tree and should be removed. Bottom photo shows another similar tree laying on Tree #10 that also needs removal.

Gerald Smith Tree Consulting

Photos (cont.) Tree #11



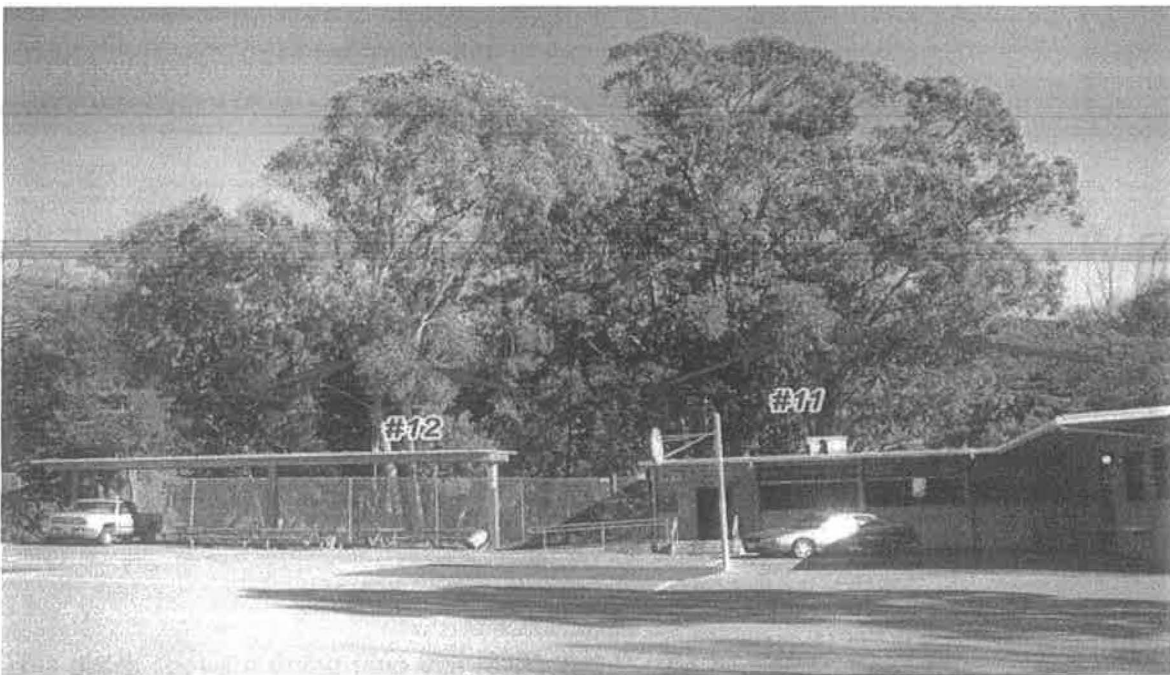
This photo shows Tree #11 (actually a group of eucalyptus) and the large limbs overhanging the school building. Remove over-extended limbs overhanging the roof before they fail and cause damage.

Photos (cont.) Tree #12



This photo of Tree #12 (2 trunks) shows the severe lean towards the carport and school grounds. Removal recommended.

Photos (cont.) Trees #11 & #12



Additional photos of Tree #12 (top photo) leaning over carport (removal) and Trees #11 (a cluster of eucalyptus trees) overhanging the structure (bottom photo).

Photos (cont.) Trees #14 & #15



This photo shows a long-overextended limb on Tree #14 and the severe lean on Tree #15. Remove heavy limb and deadwood over driveway on #14 and completely remove Tree #15. Both are a substantial risk to school grounds and driveway.

Gerald Smith Tree Consulting

Photos (cont.) Tree #16



This Photo of dead, dying Tree #16. Poses threat to driveway and street. Remove.

Gerald Smith Tree Consulting

Appendix B – Assumptions & Limiting Conditions

1. Any legal description provided to the consultant/appraiser is assumed to be correct. Any titles and ownerships to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is appraised or evaluated as though free and clear, under responsible ownership and competent management.
2. Care has been taken to obtain all information from reliable sources. All data has been verified as far as possible; however, the consultant/appraiser can neither guarantee nor be responsible for the accuracy of information provided by others.
3. The consultant/appraiser shall not be required to give testimony or attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
4. Loss or alteration of any part of this report invalidates the entire report.
5. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the consultant/appraiser.
6. Neither all nor any part of the contents of this report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relation, news sales or other media, without the prior expressed written or verbal consent of the consultant/appraiser particularly as to value conclusion, identity of the consultant/appraiser, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant/appraiser as stated in his qualification.
7. This report and values expressed herein represent the opinion of the consultant/appraiser, and the consultant's/appraiser/s fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.
8. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
9. Unless expressed otherwise: (1) information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plants or property in question may not arise in the future.

Appendix C – Certification of Performance

I, Gerald Smith, certify that:

- I have inspected the trees and the property referred to in this report and have stated my findings accurately. The extent of the evaluation or appraisal is stated in the attached report and the Terms of Assignment.
- I have no current or prospective interest in the vegetation or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
- The analysis, opinions, and conclusions stated herein are my own and are based on current scientific procedures and facts.
- My analysis, opinions, and conclusions were developed, and this report has been prepared according to commonly accepted arboricultural practices.
- No one provided significant professional assistance to me, except as indicated within the report.
- My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party nor upon the results of the assessment, the attainment of stipulated cause of the client or any other party nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.

I further certify that I am a member in good standing of the American Society of Consulting Arborists, and the International Society of Arboriculture in a full-time capacity.

Signed: Gerald Smith

Date: January 31, 2022

Gerald Smith Tree Consulting
3624 Arcadian Drive, Castro Valley, CA 94546
510-581-7377

July 30, 2021

Oakland Unified School District
Attn: Olga Bermeo – Grounds Maintenance
955 High Street 3024
Oakland, CA 94601

Enclosed is a report of my findings following my July 28, 2021, onsite Visual Tree Assessments (VTA) at Piedmont Avenue School, 4314 Piedmont Avenue, Oakland Ca. These assessments were requested by Ms. Olga Bermeo of the Oakland Unified School District to assure that preventative measures are being implemented to eliminate the threat that high-risk trees pose to the public (students, faculty, and employees) and the property (structures, paths,, roads, parking areas, etc.) at this Elementary School Campus. Ms. Bermeo requested my services as a consultant to:

- 1) Inspect and assess the risk potential of the numerous large trees growing on the campus property.
- 2) Take photos, and provide recommendations for removal/pruning of the trees that pose the highest risk to the campus grounds.

Per your request I have provided a report that identifies which trees fit these criteria

In brief, I observed eight (8) trees that pose potential risks to the school campus in the areas beneath their canopies (target zones). Only three (3) of these eight (8) trees fit the category of high risk (Trees #1, #2, and #3). This is due to signs/symptoms of poor health (canopy dieback in #1), poor structure (severe lean in #2), and visible defects in trunk/canopy (#3). Complete removal of Trees #1, #2, and #3 is recommended to completely eliminate the high risk they pose to the surrounding areas. The other five (5) trees described in this report (#4, #5, #6, #7, & #8) are in the moderate/high risk category due to dead limbs and tripping hazards caused by roots. One of the five remaining trees (#8) will require removal of dead/broken limbs over a structure, the grounds, sidewalk, and roadway. Also, the roots of several of these trees (#4, #5, #6, & #7) are causing damage to the asphalt and creating tripping hazards. Root pruning and asphalt repair is recommended to abate these tripping hazards.

These assessments are based on a visual inspection I performed on July 28, 2021, including recommendations for preventative measures that should be implemented to eliminate the potential risks trees can pose to the campus property and anyone using the property.

I hope you find this information useful. Please feel free to call me if you have any questions at (510) 581-7377. It has been a pleasure working with you on this assignment.

Gerald D. Smith, Certified Arborist WC-ISA #0429A
Member, American Society of Consulting Arborists

INSTRUCTIONS TO BIDDERS AND

BID FORM FOR

MAINTENANCE CONTRACT

Re-Bid-Community Day School Tree Removal Maintenance Services

Contract No. 31271

Bidders (“Bidder(s)” or “Contractor”) shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Oakland Unified School District (“District” or “Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. The District, at its discretion, may award this work to one or more bidders to provide the services described herein.

1. **Contract.** Bids are requested for work described in general, for the following project (“Contract”):

Landscape maintenance services. See Exhibit A of the Agreement and the Bid Form for more details.

2. **Sealed Bids.** District will receive sealed Bids from Bidders as stipulated in the Invitation to Bid and each bidder shall ensure that its Bid:
 - a. Is sealed and marked with name and address of the Bidder, the Project Name, the Bid Number, Bid Package (if applicable), and the date and time for opening bids;
 - b. Contains all documents as required herein; and
3. Is submitted by date and time indicated in the Invitation to Bid.
4. **Project Manager.** The Project Manager for this Contract is Olga Bermeo, who can be reached at 510-277-6733 or olga.bermo@ousd.org .
5. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids as indicated in the Invitation to Bid.
6. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each bidder must complete and submit all of the following documents with its bid (“Bid Documents”):
 - “Bid Form,” attached hereto as **Exhibit “A”**;

- Iran Contracting Act Certification, if applicable (see form attached to Agreement);
- Debarment and Suspension Certification (see form attached to Agreement);
- Sufficient Funds Declaration (see form attached to Agreement);
- Fingerprinting Notice and Acknowledgement (see form attached to Agreement); and
- Local Business Participation Form (see form attached to Agreement).

Bidders must submit Bids on the Bid Form, attached hereto as **Exhibit “A,”** along with all other required District certificates and forms (see above). Other District certificates and forms must be submitted after the bid (see Section 13, below). Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
8. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
9. **Subcontractors.** No portion of the Contract shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from District. Failure to comply with this term may result in cancellation of the Contract and/or elimination of any obligation of District. It is the District's desire to have an ongoing support relationship with the successful Bidder. Consistency of service is a critical need and familiarity with District's locations and unique requirements is also important.
10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, as applicable. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
11. **Questions.** All questions about the meaning or intent of the Bid Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Bid Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
12. **Addenda.** Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District. Each Bidder must acknowledge each addendum in its Bid

Form by number or its Bid may be considered non-responsive. Each addendum shall be part of the Bid Documents. A complete listing of addenda may be secured from the District.

13. **Notice of Intent to Award.** The District will send a Notice of Intent to Award to the apparent lowest responsive and responsible bidder, and within **SEVEN (7)** days the bidder shall submit all required documents, including insurance certificates and endorsements. The Contract will not be awarded by the Board of Education until all required documents are submitted, and Contractor's failure to timely submit the required documents will lead to District award to the next lowest bidder and District action against the bid security.
14. **Notice of Award.** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award:
 - a. Submit four (4) copies of the Agreement fully executed by the Bidder awarded the Contract, each bearing an original signature.
 - b. Drug-Free Workplace Certification (see form attached to Agreement).
 - c. Tobacco-Free Environment Certification (see form attached to Agreement).
 - d. Asbestos & Other Hazardous Materials Certification (see form attached to Agreement).
 - e. Lead-Based Materials Certification (see form attached to Agreement).
 - f. Imported Materials Certification (see form attached to Agreement).
 - g. Buy American Certification (see form attached to Agreement).
 - h. Student Contract Form (see Exhibit B to Fingerprinting Notice and Acknowledgement).
15. **Notice to Proceed.** Contractor shall commence performance of Required Work as directed by District. District may issue multiple notices to proceed ("Notice(s) to Proceed" or "NTP(s)") for Potential Work throughout the duration of the Contract.
 - a. It is expressly understood by Contractor that Contractor shall not be entitled to any claim of compensation as a result of District's postponement or failure to issue a NTP pursuant to the Contract.

16. **Bid Protests.**

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the third business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible

evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are bidder's sole and exclusive remedy in the event of a bid protest. Bidder's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

17. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
18. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
19. **Compliance with District's LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM.** All bidders must meet the minimum 50% use of Local Businesses that is required as part of the District's Local, Small Local, and Small Local Resident Business Enterprise Program. See the District's website for further information.
20. The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
21. The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on the rates only as shown in the completed Bid Form attached hereto.
22. All work must be completed within the Term of the Contract.

{SR413944} OAKLAND UNIFIED SCHOOL DISTRICT INSTRUCTION TO BIDDERS/BID FORM

23. **COVID-19.** During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

END OF DOCUMENT

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

MAINTENANCE CONTRACTS

School: Community Day School Site
 Project: Tree Removal
 Project #: 31271
 Estimate: \$100,000

Date: Wednesday, June 1, 2022
 Time: 2:00 P.M.
 Project Mgr: Mark Cavalli
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Graham Tree Service, Inc.	Base Bid:	\$98,000.00	Required Day of Bid:		
Address:	1734 13th Street	Allowance:	\$0.00	Signed Bid Form		X
City/State:	Oakland, CA	TOTAL:	\$98,000.00	Addendum Acknow.		X
Phone:	510-506-1606	Alternates:		Instruction to Bidders		X
Fax:				Scheduled Z		X
				Sufficient Funds Declaration		X
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
				10:10 AM	6/1/2022	Fingerprinting Notice
						Invitation to Bid
						Local Business
				<u>Time Opened</u>	<u>Date Opened</u>	
				2:05 PM	6/1/2022	

Company:	Bay Construction Company	Base Bid:	\$135,000.00	Required Day of Bid:		
Address:	4026 MLKing Jr Way	Allowance:	\$0.00	Signed Bid Form		X
City/State:	Oakland, CA	TOTAL:	\$135,000.00	Addendum Acknow.		X
Phone:	510-658-7225	Alternates:		Instruction to Bidders		X
Fax:				Scheduled Z		X
				Sufficient Funds Declaration		X
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
				1:53 PM	6/1/2022	Fingerprinting Notice
						Invitation to Bid
						Local Business
				<u>Time Opened</u>	<u>Date Opened</u>	
				2:05 PM	6/1/2022	

Company:	Everlast Development, Inc.	Base Bid:	\$225,000.00	Required Day of Bid:		
Address:	1734 13th Street	Allowance:	\$0.00	Signed Bid Form		x
City/State:	Oakland, CA	TOTAL:	\$225,000.00	Addendum Acknow.		x
Phone:	510-506-1606	Alternates:		Instruction to Bidders		x
Fax:				Scheduled Z		x
				Sufficient Funds Declaration		x
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
				1:50 PM	6/1/2022	Fingerprinting Notice
						Local Business
				<u>Time Opened</u>	<u>Date Opened</u>	
				2:05 PM	6/1/2022	

Company:		Base Bid:		Required Day of Bid:		
Address:		Allowance:	\$0.00	Signed Bid Form		
City/State:		TOTAL:		Addendum Acknow.		
Phone:		Alternates:		Instruction to Bidders		
Fax:				Scheduled Z		
				Sufficient Funds Declaration		
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
						Fingerprinting Notice
						Local Business Participation Form
				<u>Time Opened</u>	<u>Date Opened</u>	

EXHIBIT "A"

BID FORM

To: Governing Board of Oakland Unified School District ("District" or "Owner")

From: Graham Tree Service Inc.
_____ (Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. 31271 for Re-bid-Community Day School Tree Removal maintenance services ("Contract" and "Contract Documents")**.

For Required Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment of the lump sum of ONE HUNDRED THOUSAND DOLLARS NO/100(\$100,000.00) in full for its complete performance of the Required Work ("Required Work Price") for the term of the Contract.

The above Required Work Price shall be the basis for determination of the low bidder on this Contract and shall be the price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related to the Contract.

The above "Total Bid" shall be the basis for determination of the low bidder on this Contract and shall be the price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related to the Contract.

Further Provisions:

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands, and agrees to provide, the scope of Services required by the Contract Documents, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into the Contract with the District in accordance with the Contract Documents. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.
2. The undersigned has notified the District in writing of any discrepancies or omissions that it noticed in the Contract Documents, and any doubts, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.

3. Receipt and acceptance of the following addenda are hereby acknowledged:

No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
<input type="checkbox"/> Or check here if no addenda were issued	

4. The undersigned agrees to commence performance of the services under this Contract on the date established in the Contract Documents and to complete all services within the time specified in the Contract Documents.

5. It is understood that the District reserves the right to reject this bid, and that the bid shall remain open to acceptance, and is irrevocable, for a period of ninety (90) days.

6. License:

- Bidder acknowledges that it has the license required for performance of the services as stated in the Invitation to Bid.
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to perform the type of services required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of services called for in the Contract Documents.

7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the services.

8. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the services while complying with all the applicable provisions of the labor compliance program administered by the District, the District’s designee and/or the California Department of Industrial Relations.

9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the services to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the services that may create, during the services, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt

protective measures to adequately and safely perform the services with respect to such hazards.

10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

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

Dated this 05 day of 23 2022

Name of Bidder Graham Tree Service Inc. California

Type of Organization Corporation

Signature 

Name Raymond Graham

Title of Signer President

Second Signature Required for Corporation (see above):

Signature 

Name Raymond Graham

Title of Signer Secretary

{SR413944} OAKLAND UNIFIED SCHOOL DISTRICT INSTRUCTION TO BIDDERS/BID FORM

Address of Bidder 520 Doolittle Dr

DIR Registration No. of Bidder 1000003084

Taxpayer's Identification No. of Bidder 91-1833435

Telephone Number 510-383-9585

Fax Number 510-383-9587

E-mail grahamtreeinc@aol.com Web page _____

Contractor's License No(s): No.: 689022 Class: C61/D49 Expiration Date: 07/312/2022

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Graham Tree Service Inc.

President: Raymond Graham

Secretary: Raymond Graham

Treasurer: Raymond Graham

Manager: Raymond Graham

END OF DOCUMENT

EXHIBIT "B"
RATES FOR PAYMENT

[Fill in lump sum prices, unit prices, and hourly rates that will be paid for maintenance services provided, as quoted in the Bid Form.]

A. Required Work: Lump sum of ONE HUNDRED THOUSAND DOLLARS NO/100 (\$100,000.00) for the term of the Contract.

Lump Sum- \$98,000

Maintenance Ground Laborers-7 crew members at \$42 an hour each

Tree Removals are #1, #2, #3, #6 High Risk, #8, #9, #10, #12, #13, #15, #16 High Risk
Cut back large limbs #4, #5, #7, #11(3), #14

INVITATION TO BID

Re-Bid-Community Day School Site Tree Removal Maintenance

Contract No. 31271

1. Notice is hereby given that the governing board (“Board”) of the Oakland Unified School District (“District” or “Owner”) will receive sealed bids for the following contract:

Re-Bid-Community Day Site Tree Removal Maintenance (“Contract”)

to be performed at the following District site(s):

- Community Day School

2. LOCAL SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > District Services > Facilities Planning & Management Department > Bids and Requests

3. Sealed Bids will be received until **2:00 PM on 1st day, June, 2022, at the District Office, located at 955 High Street, Oakland, CA 94601, at the Receptionist’s desk,** BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
4. Mandatory pre-bid site visit will be held on **May 19th, 2022, at 11:00 a.m.,** at Front entrance of The Community Day School site. Bidders not attending the site visit will be disqualified.
5. The Contract consists of:
The Scope of work consists of but is not limited to the removal, pruning, and /or cutting back of trees that pose the highest risk to the campus grounds, structures, and driveways. Exterior removal /printing of trees that pose the highest risk on campus property. Please refer to Arborist Report included with this Bid Invitation to B. see

{SR413943} OAKLAND UNIFIED SCHOOL DISTRICT INVITATION TO BID

Exhibit A to the Agreement.

6. **Contract Estimate:** The District estimates the not-to-exceed amount of the **ONE HUNDRED THOUSAND DOLLARS NO/100 (\$100,000.00)**
7. The Project Manager for this Contract is Olga Bermeo, **who can be reached at 510-277-6733.**
8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
9. To bid on this Contract, the Bidder is required to possess the following State of California Contractor Licenses:
 - o **A, B, and/or D49 Contractor**

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

10. Prevailing Wages. Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
11. Contractor Registration. Bidder shall ensure that Bidder and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

A full copy of the bid forms must be submitted at the time of Bid Opening, 1st day, June 2022, @ 2:00 p.m. A copy of the bid forms and Arborist Report must be downloaded from the OUSD Website at: www.ousd.org, > Office & Departments > Facilities Planning and Management > Opportunities > Contract Opportunities > to the Right, click hyperlink “HERE” > Bids. Also here is a link: [Bid Forms](#)

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2022

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 License # 0757776 HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310 CONTACT NAME: Saengdao Vongpanya PHONE (A/C, No, Ext): (805) 361-1018 FAX (A/C, No): (805) 832-6581 E-MAIL ADDRESS: CAL-CC-CertReqs@hubinternational.com

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Oakland Unified School District is included as an Additional Insured under the General Liability policy, additional insured coverage applies when required by written contract per the attached form #CG 20 10 12 19.

CERTIFICATE HOLDER: Oakland Unified School District 955 High Street Oakland, CA 94601-2296 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: [Signature]



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Community Day Tree Removal Maintenance	Site	988
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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	Graham Tree Service, Inc.	Agency's Contact	Raymond Graham			
OUSD Vendor ID #	001907	Title	Owner			
Street Address	1734 13 th Street	City	Oakland	State	CA	Zip 94611
Telephone	510-383-9585	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	31271					

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-15-2022	Date Work Will End By (not more than 5 years from start date: for construction contracts, enter planned completion date)	11-14-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$98,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$98,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Building and Grounds				
	Signature	Date Approved	8/1/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	7/28/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	8/1/22		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			