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| File ID Number                           | 23-1233      |
| Introduction Date                        | 6-28-2023    |
| Enactment Number                         | 23-1273      |
| Enactment Date                           | 6/28/2023 er |



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** June 28, 2023

**Subject** Agreement for Maintenance – Competitively Bid – Dawson Construction Management – Various Sites (8) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden and Westlake MS Vegetation Fire Management Weed Abatement Project - Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of Agreement for Maintenance by and between the **District** and **Dawson Construction Management**, Oakland, California, for the latter to provide maintenance services of fire vegetation weed abatement which consist of cutting, removing, and properly disposal of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes to an aesthetic design. Trim back ivy and any protruding branches along fence line and low hanging tree branches. Remove and haul all trash and debris. All services must be full compliance according to the Oakland Fire Code and Standards for the **Various Sites (8) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden and Westlake MS Vegetation Fire Management Weed Abatement Project**, in the amount of **\$76,000.00**, as the lowest responsive bidder, with a contract term of Forty-Five (45) days, with the work commencing on **June 29, 2023**, and ending **August 12, 2023**.

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

**LBP** (Local Business Participation Percentage) Waived

**Recommendation** Approval by the Board of Education of Agreement for Maintenance by and between the **District** and **Dawson Construction Management**, Oakland, California, for the latter to provide maintenance services of fire vegetation weed abatement which consist of cutting, removing, and properly disposal of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes to an aesthetic design. Trim back ivy and any protruding branches along fence line and low hanging tree branches. Remove and haul all trash and debris. All services must be full compliance according to the Oakland Fire Code and Standards for the **Various Sites (8) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden and Westlake MS Vegetation Fire Management Weed Abatement Project**, in the amount of **\$76,000.00**, as the lowest responsive bidder, with a contract term of Forty-Five (45) days, with the work commencing on **June 29, 2023**, and ending **August 12, 2023**.

**Fiscal Impact**

Fund 010 General Fund Routine Restricted Maintenance Account (RRMA)

**Attachments**

- Contract Justification
- 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.** 23-1233

**Department:** Buildings and Grounds

**Vendor Name:** Dawson Construction Management

**Project Name:** Various Sites Vegetation Fire Management  
Weed Abatement (8) Sites

**Project No.:** 20017B

**Contract Term: Intended Start:** June 29, 2023

**Intended End:** August 12, 2023

**Total Cost Over Contract Term:** \$76,000.00

**Approved by:** Lisa Grant-Dawson

**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?**

Dawson Construction Management was selected by the district as the lowest responsible and responsive bid.

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

Dawson Construction Management will provide maintenance services of fire vegetation weed abatement which consist of cutting, removing, and properly disposal of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes to an aesthetic design. Trim back ivy and any protruding branches along fence line and low hanging tree branches. Remove and haul all trash and debris. All services must be full compliance according to the Oakland Fire Code and Standards for the Various Sites (8) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden and Westlake MS Vegetation Fire Management Weed Abatement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

## AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this 29 day of June, 2023 (“Contract”), by and between DAWSON CONSTRUCTION MANAGEMENT (“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”):
  - **Various sites (8)- Vegetation Fire Management Weed Abatement 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 D49 Contractor**

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 **SEVENTY-SIX THOUSAND DOLLARS NO/100 \$76,000.00**, with \$38,000 to be paid each month (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:
  - **Various Sites (8) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden and Westlake MS**

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 Forty-Five(45) days 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:

|   |  |
|---|--|
| <b>Commercial General Liability</b> , with Products and Completed Operations Coverage | \$1,000,000 per occurrence;<br>\$2,000,000 aggregate |
| <b>Automobile Liability, Any Auto, Combined Single Limit</b>                          | \$1,000,000 per occurrence;<br>\$2,000,000 aggregate |
| <b>Workers Compensation</b>   | Statutory limits pursuant to State law               |
| <b>Employers' Liability</b>   | \$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  | <input type="checkbox"/> Exhibit C (Details of Scope for Work)    |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification, if required by law                      | <input type="checkbox"/> Other: _____                             |
| <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:

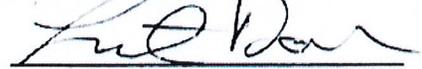
Dated: \_\_\_\_\_, 20\_\_

Dated: May 11<sup>th</sup>, 2023

**Oakland Unified School District**

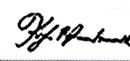
**Dawson Construction Management**

 6/29/2023

Signature: 

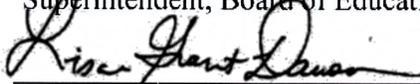
Mike Hutchinson, President Date  
Board of Education

Print Name: Armont Dawson

 6/29/2023

Print Title: President

Kyle Johnson-Trammell, Secretary & Date  
Superintendent, Board of Education

 6/6/2023

Lisa Grant-Dawson, Chief Business Officer Date  
Facilities Planning and Management Department

**Approved as to form:**

 6/2/23  
OUSD Facilities Legal Counsel Date

**Information regarding Contractor:**

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

\_\_\_\_\_  
Employer Identification and/or Social Security Number

**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.**

## **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  
**Oakland Unified School District - Contract – Dawson Construction Management- Various Sites**  
**(8) Vegetation Fire Management Weed Abatement Maintenance Project - \$76,000.00 (Bidding**  
**Required)**

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 7<sup>th</sup> 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**  
**Various (8) Sites – Vegetation Fire Management Weed Abatement Maintenance**

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 Cut, remove, and properly dispose of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes to an aesthetic design. Trim back ivy and any protruding branches along fence line and low hanging tree branches. Remove and haul all trash and debris. All services must be full compliance according to the Oakland Fire Code and Standards. This work will be performed at the following (8) school sites: Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden and Westlake MS

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.

Contractor acknowledges and agrees that Contractor shall, without limitation:

- None listed

**EXHIBIT "B"**  
**RATES FOR PAYMENT**

**A. Required Work:** Lump sum of \$76,000.00 for the term of the Contract (\$38,000/month).

**B. Potential Work:** None

**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 Dawson Construction Management [insert name of business entity], have read the foregoing and agree that Dawson Construction Management [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: May 11<sup>th</sup> 2023

Name: Lamar Dawson

Signature: 

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.*

Entity Name: Dawson Construction Management  
Date of Entity's Contract with District: May 11<sup>th</sup> 2023  
Scope of Entity's Contract with District: Vegetation Fire Management

I, Lamar Dawson [insert name], am the President [insert "owner" or officer title] for Dawson Construction Management [insert name of business entity] ("Entity"), which entered a contract on May 11, 2023 with the District for Vegetation Fire Management.

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: May 11, 2023

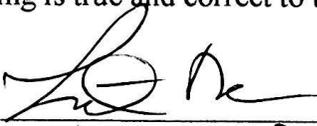
Signature:   
Typed Name: Lamar Dawson  
Title: President  
Entity: Dawson Construction Management



EXHIBIT "A"

BID FORM

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

From: Dawson Construction Management  
(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. 20017B for Various sites (8) -Vegetation Fire Management Weed Abatement 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 Seventy six Thousand Dollars (\$76,000) in full for its complete performance of the Required Work ("Required Work Price") over the \_\_\_\_\_ month term of the Contract (\$25,333.<sup>33</sup>/month).

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. <u>1</u> Dated <u>March 22, 2023</u> | No. _____ Dated _____ |
| No. _____ Dated _____                    | No. _____ Dated _____ |
| No. _____ Dated _____                    | No. _____ Dated _____ |
| No. _____ Dated _____                    | No. _____ Dated _____ |

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 10 day of April 2023

Name of Bidder Lamont Dawson - Dawson Construction Management

Type of Organization Corporation

Signature [Handwritten Signature]

Name LAMONT DAWSON

Title of Signer President

Second Signature Required for Corporation (see above):

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of Bidder 8055 Collins Dr.

DIR Registration No. of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder 86-2618442

Telephone Number 510-593-5408

Fax Number \_\_\_\_\_

E-mail Lamontdawsan@gmail.com Web page Dawson Construction Management, com

Contractor's License No(s): No.: 108975 Class: B Expiration Date: 4/30/24

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Dawson Management Services

President: Lamont Dawson

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: Chase Dawson

END OF DOCUMENT

**EXHIBIT "B"**  
**RATES FOR PAYMENT**

A. **Required Work:** Lump sum of \$ 76000 for the term of the Contract  
(\$25,333<sup>37</sup> /month).

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**

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

**OPTION #1 - CERTIFICATION**

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

|  |                    |                              |
|--|--------------------|------------------------------|
| <i>Bidder Name/Financial Institution (Printed)</i> |                    | <i>Federal ID # (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |                    |                              |
| <i>Printed Name and Title of Person Signing</i>    |                    |                              |
| <i>Date Executed</i>                               | <i>Executed in</i> |                              |

**OPTION #2 – EXEMPTION**

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

|  |  |                              |
|--|--|------------------------------|
| <i>Bidder Name/Financial Institution (Printed)</i> |  | <i>Federal ID # (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |  |                              |
| <i>Printed Name and Title of Person Signing</i>    |  | <i>Date Executed</i>         |

**SCHEDULE Z**

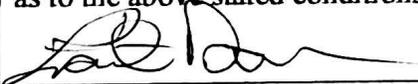
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

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.



---

Signature of Authorized Representative

8055 Collins Dr.  
Suite 210 Oakland, CA 94612

---

Address

Lamont Dawson

---

Type or Print Name

510      593-5408

---

Area Code      Phone

4/13/2023

---

Date

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

END OF DOCUMENT

**SUFFICIENT FUNDS DECLARATION**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: (8) Sites-Vegetation Fire Management Weed Abatement Maintenance

I, Lamont Dawson, declare that I am the President [insert title] of Dawson Construction Management, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Dawson Construction Management [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 DCM [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 4/13/2023 at 10am [city], Oakland [state]. CA

Date: 4/13/2023 Lamont Dawson  
Signature  
Print Name: Lamont Dawson  
Print Title: President

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous," shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

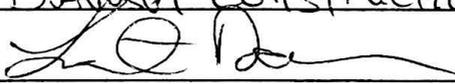
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 4/13/23  
Proper Name of Contractor: Dawson Management Services d/b/a Dawson Construction Management  
Signature:   
Print Name: Lamont Dawson  
Title: President

**END OF DOCUMENT**

## LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO. 20017B between Oakland Unified School District ("District") and Dawson Management Services dba Dawson Construction Management ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### 1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

### 2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).)

Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead

contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

4/13/23  
Dawson Management Services dba Dawson Construction Management  
*Lamar Dawson*  
Lamar Dawson  
President

END OF DOCUMENT

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

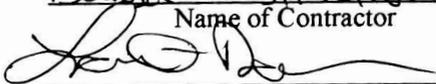
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Dawson Management Services dba  
Dawson Construction Management  
Name of Contractor



Signature

Lancelot Dawson  
Print Name

4/13/23  
Date

Date

END OF DOCUMENT

**SUFFICIENT FUNDS DECLARATION**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: \_\_\_\_\_ *[insert name of contract]*

I, Lamont Dawson, declare that I am the President *[insert title]* of Dawson Construction Management the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Dawson Construction Management *[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 Dawson Construction Management *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on May 11 2023 at Oakland *[city]*, CA *[state]*.

Date: MAY 11<sup>th</sup> 2023        
Signature  
Print Name: Lamont Dawson  
Print Title: President

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 20017 B between Oakland Unified School District (the "District" or the "Owner") and Dawson Construction Management (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 4/13/23  
Proper Name of Contractor: Dawson Management Services dba Dawson Construction Management  
Signature: [Handwritten Signature]  
Print Name: Lamont Dawson  
Title: President

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 20017B between Oakland Unified School District (the "District" or the "Owner") and Dawson Construction Management (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site(s). All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:  Delivery Firm/Transporter  Supplier  Manufacturer  
 Wholesaler  Broker  Retailer  
 Distributor  Other \_\_\_\_\_

Type of Entity:  Corporation  General Partnership  
 Limited Partnership  Limited Liability Company  
 Sole Proprietorship  Other \_\_\_\_\_

Name of firm ("Firm"): Dawson Management Services dba Dawson Construction Management

Mailing address: 8055 Collins Dr. Suite 210 Oakland, CA 94612

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site(s) are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 4/13/23

Proper Name of Contractor: Dawson Construction Management

Signature: [Signature]

Print Name: Liam Dawson Title: President

END OF DOCUMENT

**BUY AMERICAN CERTIFICATION**

BID NO. \_\_\_\_\_ (“Contract”) between Oakland Unified School District (“District”) and \_\_\_\_\_  
\_\_\_\_\_ (“Contractor” or “Bidder”).

~~Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty five percent (25%) (“Buy American”).~~

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

**CERTIFICATION**

~~On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.~~

I, \_\_\_\_\_, certify that I am the Contractor’s \_\_\_\_\_  
\_\_\_\_\_ and that the representations and covenants made herein are true and correct. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

## Department of Workplace and Employment Standards

(510) 238-3970  
FAX (510) 238-3363  
TDD (510) 238-2007

February 2, 2023

Lamont Dawson  
Dawson Management Services DBA Dawson Construction Management  
8055 Collins Dr  
Suite 210  
Oakland, CA 94621

RE: **Certification as a Very Small Local Business Enterprise (VSLBE) with the City of Oakland's Local and Small Local Business Enterprise Program**

Greetings Dawson:

Congratulations! We are pleased to inform you that Dawson Management Services DBA Dawson Construction Management has been certified as a Very Small Local Business Enterprise (VSLBE) by the Department of Workplace and Employment Standards. The City of Oakland has established the L/SLBE Program in order to provide greater economic opportunities for its residents and businesses, to stimulate economic development, and to strengthen the Oakland economy.

This Very Small Local Business Enterprise (VSLBE) certification is valid until February 28, 2025. After two years, your business is required to apply for recertification in order to remain certified with the City of Oakland provided your business continues to meet the eligibility criteria set forth in the City of Oakland's Local and Small Local Business Enterprise Program. Please review the L/SLBE Program ([https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines\\_Revised.5.4.21.pdf](https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf)) to ensure your business maintains compliance with the program.

Dawson Management Services DBA Dawson Construction Management will be listed in the City of Oakland's Directory of Local and Small Local Business Enterprises (L/SLBE) in the specialty area (s) listed on **page 2**. The Directory can be accessed via the internet at <https://oaklandca.diversitycompliance.com/>.

The following table lists the North American Industry Classification System (NAICS) Code (s) and description(s) that have been assigned to your company in accordance with the service(s) your firm render(s).

**NAICS: SPECIALTY DESCRIPTION**

NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

If you have any questions regarding your L/SLBE certification you may email the City of Oakland at [certification@oaklandca.gov](mailto:certification@oaklandca.gov) or call (510) 238-3970.

Sincerely,

A handwritten signature in black ink that reads "Dasco Muñoz". The signature is written in a cursive, flowing style.

Dasco Munoz  
Supervisor  
Community Engagement & Certification Unit  
Department of Workplace and Employment Standards



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2022

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).

|   |   |                        |
|---|---|------------------------|
| <b>PRODUCER</b><br>Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA<br>520 Madison Avenue<br>32nd Floor<br>New York, New York 10022             | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> (888) 202-3007 | <b>FAX (A/C. No.):</b> |
|   | <b>E-MAIL ADDRESS:</b> contact@hiscox.com                           |                        |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>          |
| <b>INSURER A:</b> Hiscox Insurance Company Inc  |   | 10200                  |
| <b>INSURED</b><br>Dawson Management Services, LLC DBA Dawson Construction<br>Management FKA TLD Construction<br>8311 Aster<br>Oakland, CA 94605 | <b>INSURER B:</b>   |                        |
|   | <b>INSURER C:</b>   |                        |
|   | <b>INSURER D:</b>   |                        |
|   | <b>INSURER E:</b>   |                        |
|   | <b>INSURER F:</b>   |                        |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | P101.016.746.1 | 11/09/2022              | 11/09/2023              | EACH OCCURRENCE                           | \$ 2,000,000 |
|          |  |           |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          |  |           |          |                |                         |                         | MED EXP (Any one person)                  | \$ 5,000     |
|          |  |           |          |                |                         |                         | PERSONAL & ADV INJURY                     | \$ 2,000,000 |
|          |  |           |          |                |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |  |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |  |           |          |                |                         |                         |   | \$           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |  |           |          |                |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |  |           |          |                |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |  |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |  |           |          |                |                         |                         |   | \$           |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b><br><input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          |                |                         |                         | EACH OCCURRENCE                           | \$           |
|          |  |           |          |                |                         |                         | AGGREGATE                                 | \$           |
|          |  |           |          |                |                         |                         |   | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |                |                         |                         | PER STATUTE                               | OTH-ER       |
|          |  |           |          |                |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |  |           |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |  |           |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

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

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2023

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).

|   |   |
|---|---|
| <b>PRODUCER</b><br><b>State Farm</b><br>Jared Burns-Coffin Lic#0100785<br>1910 Olympic Blvd<br>Suite 170<br>Walnut Creek CA 94596 | <b>CONTACT NAME:</b> Veronica Sepe<br><b>PHONE (A/C, No, Ext):</b> 925-934-5560<br><b>E-MAIL ADDRESS:</b> Veronica@jaredbc.com<br><b>FAX (A/C, No):</b>   |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> State Farm General Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br><br>VP Hauling and Demolition<br>1700 Shattuck Ave, Unit 19<br>Berkeley CA 94709                                |   |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                              |              |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|-------------------------------------|--------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                 |                         |                         | EACH OCCURRENCE                     | \$           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                           | Y         | Y        | 467 7283-F22-05 | 12/22/2022              | 12/22/2023              | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |                 |                         |                         | EACH OCCURRENCE                     | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |                 |                         |                         | PER STATUTE    OTH-ER               |              |
|          |  |           |          |                 |                         |                         | E.L. EACH ACCIDENT                  | \$           |
|          |  |           |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE          | \$           |
|          |  |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT         | \$           |

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

The Oakland Unified School District, the Architect, and the Project Manager are named as additional insured on the Auto policy with waiver of subrogation and primary wording. The Oakland Unified School District, the Architect, and the Project Manager have been granter waiver of subrogation on the auto policy.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Oakland Unified School District<br>955 High Street<br><br>Oakland, CA 94601 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

|                     |   |             |     |
|---------------------|---|-------------|-----|
| <b>Project Name</b> | Various Sites (8) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site & West Lake MS Vegetation Fire Management Weed Abatement Project | <b>Site</b> | 988 |
|---------------------|---|-------------|-----|

### 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.**

|                             |   |
|-----------------------------|---|
| <b>Attachment Checklist</b> | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000<br><input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

### Contractor Information

|                           |   |                         |   |              |    |            |       |
|---------------------------|---|-------------------------|---|--------------|----|------------|-------|
| <b>Contractor Name</b>    | Dawson Construction Management  | <b>Agency's Contact</b> | Lamont Dawson   |              |    |            |       |
| <b>OUSD Vendor ID #</b>   | 008453  | <b>Title</b>            | Owner   |              |    |            |       |
| <b>Street Address</b>     | 8055 Collins Dr. #210   | <b>City</b>             | Oakland   | <b>State</b> | CA | <b>Zip</b> | 94612 |
| <b>Telephone</b>          | 510-593-5408  | <b>Policy Expires</b>   |   |              |    |            |       |
| <b>Contractor History</b> | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                         | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |              |    |            |       |
| <b>OUSD Project #</b>     | 20017B  |                         |   |              |    |            |       |

### Term of Original/Amended Contract

|  |           |   |           |
|--|-----------|---|-----------|
| <b>Date Work Will Begin (i.e., effective date of contract)</b> | 6-29-2023 | <b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b> | 8-12-2023 |
|  |           | <b>New Date of Contract End (If Any)</b>  |           |

### Compensation/Revised Compensation

|   |             |  |    |
|---|-------------|--|----|
| <b>If New Contract, Total Contract Price (Lump Sum)</b> | \$76,000.00 | <b>If New Contract, Total Contract Price (Not To Exceed)</b> | \$ |
| <b>Pay Rate Per Hour (If Hourly)</b>                    | \$          | <b>If Amendment, Change in Price</b>                         | \$ |
| <b>Other Expenses</b>                                   |             | <b>Requisition Number</b>                                    |    |

### 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        | \$76,000.00 |

### 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.

|    |   |                      |              |            |              |
|----|---|----------------------|--------------|------------|--------------|
| 1. | <b>Division Head</b>  | <b>Phone</b>         | 510-535-7038 | <b>Fax</b> | 510-535-7082 |
|    | Director, Building and Grounds  |                      |              |            |              |
|    | <b>Signature</b>  | <b>Date Approved</b> |              |            |              |
| 2. | <b>General Counsel, Department of Facilities Planning and Management</b>  | <b>Date Approved</b> | 6/2/23       |            |              |
|    | Signature  Lozano Smith, approved as to form |                      |              |            |              |
| 3. | <b>Deputy Chief, Facilities Planning and Management</b>   | <b>Date Approved</b> |              |            |              |
|    | Signature   |                      |              |            |              |
| 4. | <b>Chief Financial Officer</b>  | <b>Date Approved</b> |              |            |              |
|    | Signature   |                      |              |            |              |
| 5. | <b>President, Board of Education</b>  | <b>Date Approved</b> |              |            |              |
|    | Signature   |                      |              |            |              |



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| <b>Contractor History</b> | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Zip</b>                         | 94612   |
| <b>OUSD Project #</b>     | 20017B  | <b>Policy Expires</b>              |   |
|                           |   | <b>Worked as an OUSD employee?</b> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

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|   | Director, Building and Grounds   |  | <b>Fax</b>           | 510-535-7082 |
|   | Signature  |  | <b>Date Approved</b> | 8/5/23       |
| 2.  | <b>General Counsel, Department of Facilities Planning and Management</b> |  |                      |              |
|   | Signature  |  | <b>Date Approved</b> | 6/2/23       |
| 3.  | <b>Deputy Chief, Facilities Planning and Management</b>                  |  |                      |              |
|   | Signature  |  | <b>Date Approved</b> | 6/6/2023     |
| 4.  | <b>Chief Financial Officer</b>   |  |                      |              |
|   | Signature  |  | <b>Date Approved</b> |              |
| 5.  | <b>President, Board of Education</b>                                     |  |                      |              |
|   | Signature  |  | <b>Date Approved</b> |              |