

Board Office Use: Legislative File Info.	
File ID Number	22-1593
Introduction Date	6-29-2022
Enactment Number	22-1276
Enactment Date	6/29/2022 er



Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 29, 2022

Subject Agreement for Maintenance – Competitively Bid – Julian Cabrera dba Julian Tree Care, Inc. – Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site Vegetation Fire Management Weed Abatement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement for Maintenance by and between the **District and Julian Cabrera dba Julian Tree Care, Inc.**, Richmond, California, for the latter to provide Vegetation Fire Management Weed Abatement with 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 for the **Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site Vegetation Fire Management Weed Abatement Project**, in the amount of **\$62,000.00**, as the lowest responsive bidder, with a contract term of two (2) months; with the work anticipated to commence on **June 30, 2022**, and with an end date of **August 29, 2022**.

Discussion The scope of work of the contract consists of the Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden site Vegetation Fire Management Weed Abatement Project. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement for Maintenance by and between the **District and Julian Cabrera dba Julian Tree Care, Inc.**, Richmond, California, for the latter to provide Vegetation Fire Management Weed Abatement with 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 for the **Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site Vegetation Fire Management Weed Abatement Project**, in the amount of **\$62,000.00**, as the lowest responsive bidder, with

a contract term of two (2) months; with the work anticipated to commence on **June 30, 2022**, and with an end date of **August 29, 2022**.

Fiscal Impact

Fund 010 General Fund Routine Restristed Maintenace Account (RRMA)

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-1593

Department: Facilities Planning and Management

Vendor Name: Julian Cabrera dba Julian Tree Care, Inc.

Project Name: Various Sites (7) Vegetation Fire Management Weed Abatement Project

Project No.: 70013

Contract Term: Intended Start: 6-30-2022

Intended End: 8-29-2022

Total Cost Over Contract Term: \$62,000.00

Approved by: Tadashi Nakadegawa

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?

Julian Cabrera dba Julian Tree Care, Inc., was selected by the District as the lowest responsible and responsive bid.

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

Julian Cabrera dba Julian Tree Care, Inc., for the latter to provide Vegetation Fire Management Weed Abatement with 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 for the Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site Vegetation Fire Management Weed Abatement.

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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

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

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

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this **30th day of June 2022** (“Contract”), by and between **JULIAN CABRERA dba JULIAN TREE CARE, INC.** (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services (“Services” or “Work”):

- **Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site 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:

- **D-49 C-61**

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 **\$62,000.00**, with \$0 to be paid each month (see the Bid Form and *Exhibit B*).

Total payment under this Agreement shall not exceed **\$62,000.00**.

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

Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site

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

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of Two (2) months from the date of the District’s governing board’s approval of this Contract (“Term”).
5. **Insurance.**
- a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

850-44 6/30/2022

Gary Yee, President, Board of Education Date

[Signature] 6/30/2022

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

[Signature] 6/22/22

Marc White, Director Date

Buildings & Grounds Department

CONTRACTOR:

JULIAN CABRERA dba JULIAN TREE CARE, INC.

Dated: 06/16, 2022

SIGNATURE: [Signature]

Print Name: Julian Cabrera

Print Title: CEO

Approved as to form: (limited)

[Signature] 6/21/22
OUSD Facilities Legal Counsel Date

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

<u>83-2904589</u> 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 in its bid for the Required Work. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of

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

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

28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

EXHIBIT “A”
SCOPE OF SERVICES
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. See Exhibit A to the Agreement for complete details.

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

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

EXHIBIT "B"
RATES FOR PAYMENT

A. Required Work: Lump sum of **\$62,000.00** for the term of the Contract.

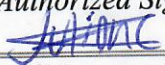
B. Potential Work: None

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> Julian Tree Care Inc		<i>Federal ID # (or n/a)</i> 83-2904589
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Julian Cabrera - CEO		
<i>Date Executed</i> 06/15/2022	<i>Executed in</i> Contra Costa County	

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>


SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: Various Sites (7) [insert name of contract]

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 06/15 2022, at Richmond [city], CA [state].

Date: 06/15/22


Signature
Print Name: Julian Cabrera
Print Title: CEO

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.

	<u>Julian Tree Care Inc</u>
Signature of Authorized Representative	
<u>561 Juliga Woods St</u>	<u>Julian Cabrera</u>
Address	Type or Print Name
<u>Richmond CA 94804</u>	
<u>510</u>	<u>05/16/2022</u>
Area Code	Date
<u>256-7009</u>	
Phone	

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: Vegetation Fire Management Weed Abatement Maintenance

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 06/15 2022, at Richmond [city], CA [state].

Date: 06/15/22


Signature
Print Name: Julian Cabrera
Print Title: CEO

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT

FOR SERVICE CONTRACTS
(Education Code Section 45125.1)


Business entities entering into contracts with the Owner for school and classroom janitorial services, schoolsite administrative services, schoolsite grounds and landscape maintenance services, pupil transportation services, or schoolsite food-related services 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 to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must submit your, and your employees', fingerprints pursuant to Education Code §45125.1(a).
2. You shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code §§45122.1 and 45125.1(f).
3. You shall certify in writing to the Owner that neither the employer or any of its employees who are required to submit fingerprints have been convicted of a felony as defined in Education Code §§ 45122.1 and 45125.1(f).

[NOTE TO OWNER: Virtually all services create more than "limited contact" with students; however, if the owner has determined that the provider of services under this contract will only have limited contact (or will have no contact) with students, then please consult with legal counsel about whether to require this form.]

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. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

I have read the foregoing and agree to comply with the requirements of Education Code §45125.1 as applicable.

Name: Julian Cabrera
Signature: 
Title: CEO

Date: 6/15/22

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

MAINTENANCE CONTRACTS

School: (7) Sites
Project: Vegetation Fire Management Weed Abatement
Project #: 70013
Estimate: \$120,000

Date: Tuesday, May 17, 2022
Time: 2:00 P.M.
Project Mgr: Mark Cavalli
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Everlast Development, Inc	Base Bid:	\$113,500.00		Required Day of Bid:	
Address:	1734 13th Street	Allowance:	\$0.00		Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$113,500.00		Addendum Acknow.	X
Phone:	510-506-1606	Alternates:			Instruction to Bidders	X
Fax:					Scheduled Z	X
					Sufficient Funds Declaration	X
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
			1:42 PM	5/17/2022	Fingerprinting Notice	X
					Invitation to Bid	X
			<u>Time Opened</u>	<u>Date Opened</u>		
			2:05 PM	5/17/2022		

Company:	Julian Cabrera dba Julian Tree Care	Base Bid:	\$62,000.00		Required Day of Bid:	
Address:	561 Juliga Woods Street	Allowance:	\$0.00		Signed Bid Form	X
City/State:	Richmond, CA	TOTAL:	\$62,000.00		Addendum Acknow.	X
Phone:	510-256-7009	Alternates:			Instruction to Bidders	X
Fax:					Scheduled Z	X
					Sufficient Funds Declaration	X
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
			10:48 AM	5/17/2022	Fingerprinting Notice	X
			<u>Time Opened</u>	<u>Date Opened</u>		
			2:05 PM	5/17/2022		

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

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

EXHIBIT "A"

BID FORM

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

From: Julian Cabrera DBA Julian Tree Care Inc
(Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. 70013 for Various sites (7) -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 Sixty Two Thousand Dollars (\$ 62,000) in full for its complete performance of the Required Work ("Required Work Price") over the 1 - month term of the Contract (\$ 62,000 /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>April 29, 2022</u>	No. ____ Dated _____
No. <u>2</u> Dated <u>May 12, 2022</u>	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

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

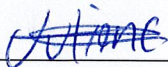
the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant 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 13 day of May 20 22

Name of Bidder Julian Cabrera DBA Julian Tree Care Inc

Type of Organization Corporation

Signature 

Name Julian Cabrera

Title of Signer CEO

Second Signature Required for Corporation (see above):

Signature _____

Name _____

Title of Signer _____

Address of Bidder 561 Juliga Woods St Richmond CA 94804

DIR Registration No. of Bidder 1000063008

Taxpayer's Identification No. of Bidder 83-2904589

Telephone Number (510)256-7009

Fax Number _____

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

E-mail juliantreecare@gmail.com Web page juliantreecare.com

Contractor's License No(s): No.: 1009796 Class: D-49 C-61 Expiration Date: 12/31/2023

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Julian Tree Care Inc

President: Julian Cabrera

Secretary: _____

Treasurer: _____

Manager: Jesus Carlos Carbajal

END OF DOCUMENT

INVITATION TO BID

Various Sites Seven (7) – Vegetation Fire Management Weed Abatement Maintenance

Contract No. 70013

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

Various Sites Seven (7)- Vegetation Fire Management Weed Abatement Maintenance (“Contract”)

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

- Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden.

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

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

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

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

3. Sealed Bids will be received until **2:00 PM on 17th day, May, 2022, at the District Office, located at 955 High Street, Oakland, CA 94601, at the Receptionist’s desk**, BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
4. Mandatory pre-bid site visit will be held on **May 5, 2022, at 10:00 a.m.**, starting at Front entrance of Grass Valley School site and ending until all (7) sites have been visited. Bidders not attending the site visit will be disqualified.
5. The Contract consists of:
The Scope of work consists of but is not limited to cut, remove, and properly dispose of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes

{SR413943} OAKLAND UNIFIED SCHOOL DISTRICT INVITATION TO BID

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. See Exhibit A to the Agreement for complete details.

6. **Contract Estimate:** The District estimates the lump sum amount of the Contract at **ONE HUNDRED TWENTY THOUSAND DOLLARS NO/100 (\$120,000.00)** for the duration of the entire Contract. The estimated amount is determined by the services performed in last year's scope of work.
7. The Project Manager for this Contract is Olga Bermeo, **who can be reached at 510-277-6733.**
8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
9. To bid on this Contract, the Bidder is required to possess the following State of California Contractor Licenses:
 - o **A, B, and/or D49 – Contractors' License**

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

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

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

A full copy of the bid forms must be submitted at time of Bid Opening, 17th day, May, 2022, @ 2:00 p.m. A copy of the bid forms must be downloaded from www.ousd.org, under the Offices & Department > Facilities Planning and Management > Subheading Opportunities > click the hyper link “HERE” > Bids.

END OF DOCUMENT

ADDENDUM NO. 1

April 29, 2022

Various Sites Seven (7) Sites – Vegetation Fire Management Weed Abatement Maintenance

- Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden

OAKLAND UNIFIED SCHOOL DISTRICT

Project No. 70013

Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

SPECIFICATIONS

Item #1: Reference: Invitation to Bid Notice – Section #2 – Local Small Local and Small Local Resident Business Enterprise Program
Description: This is **NOT** a requirement for this project.

See attached

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON
THE FORM OF PROPOSAL

End of Addendum No. 1

INVITATION TO BID

Various Sites Seven (7) – Vegetation Fire Management Weed Abatement Maintenance

Contract No. 70013

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

Various Sites Seven (7)- Vegetation Fire Management Weed Abatement Maintenance (“Contract”)

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

- Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden.

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

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

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

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

3. Sealed Bids will be received until **2:00 PM on 17th day, May, 2022, at the District Office, located at 955 High Street, Oakland, CA 94601, at the Receptionist’s desk**, BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
4. Mandatory pre-bid site visit will be held on **May 5, 2022, at 10:00 a.m.**, starting at Front entrance of Grass Valley School site and ending until all (7) sites have been visited. Bidders not attending the site visit will be disqualified.
5. The Contract consists of:
The Scope of work consists of but is not limited to cut, remove, and properly dispose of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes

{SR413943} OAKLAND UNIFIED SCHOOL DISTRICT INVITATION TO BID

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. See Exhibit A to the Agreement for complete details.

6. **Contract Estimate:** The District estimates the lump sum amount of the Contract at **ONE HUNDRED TWENTY THOUSAND DOLLARS NO/100 (\$120,000.00)** for the duration of the entire Contract. The estimated amount is determined by the services performed in last year's scope of work.
7. The Project Manager for this Contract is Olga Bermeo, **who can be reached at 510-277-6733.**
8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
9. To bid on this Contract, the Bidder is required to possess the following State of California Contractor Licenses:
 - **A, B, and/or D49 – Contractors' License**

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

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

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

A full copy of the bid forms must be submitted at time of Bid Opening, 17th day, May, 2022, @ 2:00 p.m. A copy of the bid forms must be downloaded from www.ousd.org, under the Offices & Department > Facilities Planning and Management > Subheading Opportunities > click the hyper link “HERE” > Bids.

END OF DOCUMENT

ADDENDUM NO. 2

May 12, 2022

Various Sites Seven (7) Sites – Vegetation Fire Management Weed Abatement Maintenance

- Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, Tilden

OAKLAND UNIFIED SCHOOL DISTRICT

Project No. 70013

Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 2

SPECIFICATIONS

Item #1: **Reference: Contractor's License**
 Description: This project is now adding a C-61 License

See attached

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON
THE FORM OF PROPOSAL

End of Addendum No. 2



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Various Sites (7) Burbank ES, Grass Valley ES, Community Day, King Estates MS, Howard ES, Marshall ES, and Tilden Site Vegetation Fire Management Weed Abatement Project	Site	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.

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

Contractor Information

Contractor Name	Julian Cabrera dba Julian Tree Care, Inc.	Agency's Contact	Julian Cabrera		
OUSD Vendor ID #	006916	Title	Owner		
Street Address	561 Juiga Woods St	City	Richmond	State	CA Zip 94804
Telephone	510-256-7009	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	70013				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-30-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-29-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$62,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$62,000.00

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.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Building and Grounds				
	Signature	Date Approved	6/22/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form (limited)	Date Approved	6/21/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature for T.N.	Date Approved	6.22.22		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			