

| Board Office Use: Legislative File Info. | |
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| Introduction Date | 6-10-2026 |
| Enactment Number | |
| Enactment Date | |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Marc White, Director of Buildings & Grounds

Board Meeting Date June 10, 2026

Subject Agreement for Maintenance – Competitively Bid - Julian Tree Care Inc. – Various Sites – Kaiser ES, Thornhill ES, Hillcrest ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair ES, and Carl Munck ES Vegetation Fire Management Weed Abatement Project- Buildings & Grounds Department

Action Requested Approval by the Board of Education of Agreement for Maintenance by and between the **District and Julian Tree Care Inc.**, Richmond, CA, for the latter to provide vegetation fire weed abatement maintenance services which include cutting, removing, and properly disposing of vegetation, weeds and bushes. Cut back ivy and any protruding branches along the fence lines, as well as low-hanging tree limbs. Removal of all trash and debris for the **Various Sites- Kaiser ES, Hillcrest ES, Thornhill ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair ES, and Carl Munck ES Vegetation Fire Management Weed Abatement Project**, in the amount of **\$85,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 11, 2026**, and required to be completed within forty-five (45) days, with an anticipated ending of **July 26, 2026**.

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

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Agreement for Maintenance by and between the District and Julian Tree Care Inc., Richmond, CA, for the latter to provide vegetation fire weed abatement maintenance services which include cutting, removing, and properly disposing of vegetation, weeds and bushes. Cut back ivy and any protruding branches along the fence lines, as well as low-hanging tree limbs. Removal of all trash and debris for the Various Sites- Kaiser ES, Hillcrest ES, Thornhill ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair ES, and Carl Munck ES Vegetation Fire Management Weed Abatement Project, in the amount of \$85,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 11, 2026, and required to be completed within forty-five (45) days, with an anticipated ending of July 26, 2026.

Fiscal Impact Fund 1 - General Fund Routine Restricted Maintenance Account

Attachments

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

Memorandum:

Date: 5/8/2025

To: Olga Bermeo

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

From: Tiffany Knuckles

Subject: LBU Memo - Project #PR70037B - Multiple Sites - Vegetation Fire Management Weed Abatement

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

Project: PR70037B **Project Site(s):** Multiple Sites

Name: Vegetation Fire Management Weed Abatement

Analysis:

Our review has determined that the funding source for the above project (Fund 01) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Fund Source)

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 26-1205

Department: Facilities Planning and Management

Vendor Name: Julian Tree Care Inc.

Project Name: Various Sites - Vegetation Fire Management Weed Abatement Project

Project No.: 70036A

Contract Term: Intended Start: 6-11-2026

Intended End: 7-26-2026

Total Cost Over Contract Term: \$85,000.00

Approved by: Marc White

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Contractor was selected by the District as the lowest responsible and responsive bid.

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

The contractor was hired to provide Vegetation Fire Management Weed Abatement services. The work consists of cutting, removing, and properly disposing 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: Kaiser ES, Hillcrest ES, Thornhill ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair ES, and Carl Munck ES 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?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/26)
- 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 \$119,100 or less (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- 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 \$119,100 (as of 1/1/26)
- 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 **11th day of June, 2026** (“Contract”), by and between **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 (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**

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 **EIGHTY-FIVE THOUSAND DOLLARS NO/100 \$85,000.00**, upon completion (see the Bid Form and *Exhibit B*).

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

- **Kaiser ES, Hillcrest ES, Thornhill ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair ES, and Carl Munck ES -**

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:

| | |
|--|--|
| 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"/> Bid Form <input checked="" type="checkbox"/> Agreement <input checked="" type="checkbox"/> Terms and Conditions to Contract <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) | <input checked="" type="checkbox"/> Invitation to Bid <input checked="" type="checkbox"/> Exhibit A (Scope of Work) <input checked="" type="checkbox"/> Exhibit B (Rates for Payment) <input type="checkbox"/> Exhibit C (Details of Scope for Work) <input type="checkbox"/> Other: _____ |
|--|--|

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: 05/06, 2026

Oakland Unified School District

JULIAN TREE CARE INC.

Jennifer Brouhard, President Date
Board of Education

Signature: 

Print Name: Julian Cabrera

Print Title: CEO.

Denise Gail Saddler, Ed.D., Date
Interim Superintendent & Secretary, Board of Education

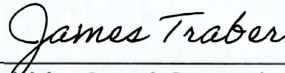


May 14, 2026

MARC WHITE (May 14, 2026 13:53:03 PDT)

Marc White, Director, Date
Buildings & Grounds Department

Approved as to form:



5/14/26

OUSD Facilities Legal Counsel

Date

Information regarding Contractor:

Type of Business Entity:

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

83-2904589

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

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 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) Kaiser ES, Hillcrest ES, Thornhill ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair MS, and Carl Munck ES.

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

Oakland Unified School District - Contract – Julian Tree Care Inc. – Various Sites – Vegetation Fire Weed Abatement Management Maintenance Project Group A (Bidding Required) - \$85,000.00

- 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 \$85,000.00 for the term of the Contract.

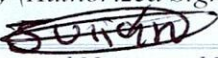
B. Potential Work: None

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> 05/06/2026 | <i>Executed in</i> Richmond, California | |

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: No. 70036A – Group A *[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 05-06 2026, at Richmond *[city]*, California *[state]*.

Date: 05/06/2026



Signature
Print Name: Julian Cabrera
Print Title: CEO.

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

END OF DOCUMENT

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

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

(Education Code §45125.1(h).)

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

Dated: 05/06/2026

Name: Julian Cabrera

Signature:  _____

Title: CEO.

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: JULIAN TREE CARE INC.
Date of Entity's Contract with District: June 11, 2026
Scope of Entity's Contract with District: Vegetation Fire Management Weed Abatement Maintenance Services at Various OUSD Sites

I, Julian Cabrera [insert name], am the CEO [insert "owner" or officer title] for Julian Tree Care Inc. [insert name of business entity] ("Entity"), which entered a contract on 05-06, 2026, with the District for Weed Abatement Maintenance Services – Group A.

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: 05-06, 2026

Signature: 
Typed Name: Julian Cabrera
Title: CEO
Entity: Julian Tree Care Inc.

**Oakland Unified School District
Division of Facilities Planning and Management**

BID OPENING TABULATION SHEET

School: Various Sites Group A
 Project: Vegetation Fire Weed Abatement
 Project #: 70063A
 Estimate: \$130,000

Date: Tuesday, April 21, 2026
 Time: 2:00 p.m.
 Project Mgr: Olga Bermeo
 Architect: _____

Signature of Witness to Bid *[Signature]*

Signature of Bid Opener *[Signature]*

| | | |
|--|---|--|
| Company: Julian Tree Care, Inc. | Base Bid: \$ 85,000.00 | Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond Fingerprint X Iran Contracting Certification N/A Sufficient Declaration X Other Contract Docs |
| Address: 561 Juliga Woods Street | Allowance: | |
| City/State: Richmond, CA 94804 | TOTAL: \$ 85,000.00 | |
| Phone: 510-256-7009 | Allowance: | |
| | <u>Time Submitted</u> <u>Date Submitted</u> 12:45 p.m. 4/21/2026 | |
| | <u>Time Opened</u> <u>Date Opened</u> 2:21 p.m. 4/21/2026 | |
| Company: Land Revision | | |
| Address: 3702 Petaluma Blvd. N | Base Bid: \$ 115,000.00 | Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond Fingerprint X Iran Contracting Certification N/A Sufficient Declaration X Other Contract Docs |
| City/State: Petaluma, CA 94952 | Allowance: | |
| Phone: 707-790-5263 | TOTAL: \$ 115,000.00 | |
| Fax: | Alternates: | |
| | <u>Time Submitted</u> <u>Date Submitted</u> 12:35 p.m. 4/21/2026 | |
| | <u>Time Opened</u> <u>Date Opened</u> 2:25 p.m. 4/21/2026 | |
| Company: Harold Hudson Construction | | |
| Address: 35232 Cornwall Plaza | Base Bid: \$ 123,500.00 | Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond Fingerprint X Iran Contracting Certification N/A Sufficient Declaration X Other Contract Docs |
| City/State: Newark, CA 94560 | Allowance: | |
| Phone: 510-789-6610 | TOTAL: \$ 123,500.00 | |
| Fax: | Alternates: | |
| | <u>Time Submitted</u> <u>Date Submitted</u> 11:59 a.m. 4/21/2026 | |
| | <u>Time Opened</u> <u>Date Opened</u> 2:27 p.m. 4/21/2026 | |
| Company: Best Quality Tree Service | | |
| Address: 1648 Miner Avenue | Base Bid: \$ 66,000.00 | Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond Fingerprint X Iran Contracting Certification N/A Sufficient Declaration X Other Contract Docs |
| City/State: San Pablo, CA 94806 | Allowance: | |
| Phone: 510-779-3008 | TOTAL: \$ 66,000.00 | |
| Fax: | Alternates: | |
| | <u>Time Submitted</u> <u>Date Submitted</u> 9:26 a.m. 4/21/2026 | |
| | <u>Time Opened</u> <u>Date Opened</u> 2:32 p.m. 4/21/2026 | |
| Company: Everlast Development, Inc. | | |
| Address: 659 S. Elmhurst Avenue, Suite A | Base Bid: \$ 112,500.00 | Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond Fingerprint X Iran Contracting Certification N/A Sufficient Declaration X Other Contract Docs |
| City/State: Oakland, CA 94603 | Allowance: | |
| Phone: 510-506-1606 | TOTAL: \$ 112,500.00 | |
| Fax: | Alternates: | |
| | <u>Time Submitted</u> <u>Date Submitted</u> 1:53 a.m. 4/21/2026 | |

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

| | | | | | | |
|--------------------|---|--------------------|-------------------------------------|------------------------------------|--------------------------------|-----|
| | | | <u>Time Opened</u> 2:37 p.m. | <u>Date Opened</u> 4/21/2026 | | |
| Company: | CBC Tree Services, Inc. | Base Bid: | \$ 80,000.00 | | Required Day of Bid: | |
| Address: | 660 Juliga Woods Street | Allowance: | | | Signed Bid Form | X |
| City/State: | Richmond, CA 94804 | TOTAL: | \$ 80,000.00 | | Addendum Acknow. | X |
| Phone: | 925-222-9139 | Alternates: | | | Bid Bond | |
| Fax: | | | | | Fingerprint | X |
| | | | | | Iran Contracting Certification | N/A |
| | | | <u>Time Submitted</u> 12:45 p.m. | <u>Date Submitted</u> 4/21/2026 | Sufficient Declaration | X |
| | | | | | Other Contract Docs | |
| | | | <u>Time Opened</u> 2:41 p.m. | <u>Date Opened</u> 4/21/2026 | | |
| Company: | Landscape Pros ML, Inc. dba Construction Pros M | Base Bid: | \$ 125,000.00 | | Required Day of Bid: | |
| Address: | 20432 Silverado Avenue, Suite #5B | Allowance: | | | Signed Bid Form | X |
| City/State: | Cupertino, CA 95014 | TOTAL: | \$ 125,000.00 | | Addendum Acknow. | X |
| Phone: | 208-863-1283 | Alternates: | | | Bid Bond | |
| Fax: | | | | | Fingerprint | X |
| | | | | | Iran Contracting Certification | N/A |
| | | | <u>Time Submitted</u> 2:03 p.m. | <u>Date Submitted</u> 4/21/2026 | Sufficient Declaration | X |
| | | | | | Other Contract Docs | |
| | | | <u>Time Opened</u> 2:45 p.m. | <u>Date Opened</u> 4/21/2026 | | |
| Company: | Native Soil, Inc. | Base Bid: | \$ 100,000.00 | | Required Day of Bid: | |
| Address: | 1721 Broadway, Suite #201 | Allowance: | | | Signed Bid Form | X |
| City/State: | Oakland, CA 94612 | TOTAL: | \$ 100,000.00 | | Addendum Acknow. | X |
| Phone: | 510-590-1361 | Alternates: | | | Bid Bond | |
| Fax: | | | | | Fingerprint | X |
| | | | | | Iran Contracting Certification | N/A |
| | | | <u>Time Submitted</u> 12:05 p.m. | <u>Date Submitted</u> 4/20/2026 | Sufficient Declaration | X |
| | | | | | Other Contract Docs | |
| | | | <u>Time Opened</u> 2:50 p.m. | <u>Date Opened</u> 4/21/2026 | | |
| Company: | VP Hauling & Demolition | Base Bid: | \$ 114,000.00 | | Required Day of Bid: | |
| Address: | 1700 Shattuck Ave., Suite 19 | Allowance: | | | Signed Bid Form | X |
| City/State: | Berkeley, CA 94709 | TOTAL: | \$ 114,000.00 | | Addendum Acknow. | X |
| Phone: | 510-205-5840 | Alternates: | | | Bid Bond | |
| Fax: | | | | | Fingerprint | |
| | | | | | Iran Contracting Certification | |
| | | | <u>Time Submitted</u> 1:04 p.m. | <u>Date Submitted</u> 4/20/2026 | Sufficient Declaration | |
| | | | | | Other Contract Docs | |
| | | | <u>Time Opened</u> 2:55 p.m. | <u>Date Opened</u> 4/21/2026 | | |
| Company: | Califa Tree Care, Inc. | Base Bid: | \$ 67,500.00 | | Required Day of Bid: | |
| Address: | 740 5th Street | Allowance: | | | Signed Bid Form | X |
| City/State: | Richmond, CA 94801 | TOTAL: | \$ 67,500.00 | | Addendum Acknow. | X |
| Phone: | 510-815-5954 | Alternates: | | | Bid Bond | |
| Fax: | | | | | Fingerprint | X |
| | | | | | Iran Contracting Certification | N/A |
| | | | <u>Time Submitted</u> 1:15 p.m. | <u>Date Submitted</u> 4/20/2026 | Sufficient Declaration | X |
| | | | | | Other Contract Docs | |
| | | | <u>Time Opened</u> 2:58 p.m. | <u>Date Opened</u> 4/21/2026 | | |

EXHIBIT "A"

BID FORM

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

From: 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. PR70036A for **Various Sites (8) Vegetation Fire Management Weed Abatement Maintenance Services.**

For Required Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment of the lump sum of eighty five thousand Dollars (\$ 85,000) in full for its complete performance of the Required Work ("Required Work Price") over the 1.5-month term of the Contract (\$ 56,666 / month).

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

Further Provisions:

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

| | |
|---|-----------------------|
| No. <u>1</u> Dated <u>03/17/2026</u> | No. _____ Dated _____ |
| No. <u>2</u> Dated <u>04/08/2026</u> | No. _____ Dated _____ |
| No. _____ Dated _____ | No. _____ Dated _____ |
| No. _____ Dated _____ | No. _____ Dated _____ |
| <input type="checkbox"/> Or check here if <u>no</u> 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 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 14th day of April 2026

Name of Bidder 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 Leonel Lopez

Title of Signer Director of Operations

Address of Bidder 561 Juliga Woods St Richmond, California 94801

DIR Registration No. of Bidder 100090997

Taxpayer's Identification No. of Bidder 83-2904589

Telephone Number (510) 256-7009

Fax Number _____

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

Contractor's License No(s): No.: 1009796 Class: D-49 Expiration Date: 12-31-2027

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: Maria Murillo

Treasurer: Maria Murillo

Manager: Julian Cabrera

END OF DOCUMENT

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.)

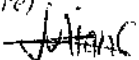
OPTION #1 - CERTIFICATION

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).)

Bidder Name/Financial Institution (Printed)
Julian Tree Care Inc.

Federal ID # (or n/a)
83-2904589

By (Authorized Signature)



Printed Name and Title of Person Signing
Julian Cabrera, CEO (Owner)

Date Executed
04/14/2026

Executed in
Contra Costa

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.

Bidder Name/Financial Institution (Printed)

Federal ID # (or n/a)

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

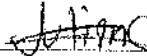
SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: Group A (8) Sites – Vegetation Fire Management Weed Abatement Maintenance
Services

I, Julian Cabrera, declare that I am the CEO (Owner) *[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 April 14 20 26 at Richmond *[city]*, California *[state]*.

Date: 04/14/2026



Signature

Print Name: Julian Cabrera

Print Title: CEO (Owner)

END OF DOCUMENT

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

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

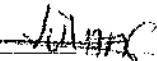
1. You (as a business entity) shall ensure that each of your employees who interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) 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 CEO (Owner) *[insert "owner" or officer title]* of Julian Free Care Inc.
[insert name of business entity], have read the foregoing and agree that Julian Free Care Inc.
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 04/14/2026

Name: Julian Cabrera

Signature: 

Title: CEO (Owner)

ENDORSEMENT

This endorsement, effective 12:01 a.m., 10/02/2025 , forms a part of

Policy No. NGL-1010588-00 issued to Julian Tree Care Inc

by Indian Harbor Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT - SCHEDULED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that to the extent that insurance is afforded to the following Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

Name of Person or Organization:

Oakland Unified School District

All other terms and conditions of this policy remain unchanged.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Various Sites Kaiser ES, Hillcrest ES, Thornhill ES, Montera MS, Joaquin Miller ES, Skyline HS, Montclair ES, and Carl Munck ES 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 Tree Care Inc. | Agency's Contact | Julian Cabrera | | | | |
| OUSD Vendor ID # | 006916 | Title | Owner | | | | |
| Street Address | 561 Juliga Woods Street | City | Richmond | State | CA | Zip | 94804 |
| Telephone | 510-256-7009 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 70036A | | | | | | |

Term of Original/Amended Contract

| | | | |
|--|-----------|---|-----------|
| Date Work Will Begin (i.e., effective date of contract) | 6-11-2026 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 7-26-2026 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|---|-------------|--|----|
| If New Contract, Total Contract Price (Lump Sum) | \$85,000.00 | 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 | Fund 1 RRMA | 010-8150-0-0000-8110-5671-988-9880-9000-9999-99999 | 5671 | \$85,000.00 |

Approval and Routing (in order of approval steps)

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

| | | | | | |
|----|----------------------------------|--------------|---------------|--------------|--------------|
| | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Director, Building and Grounds | | | | |
| | Signature | | Date Approved | May 14, 2026 | |
| 2. | OUSD Counsel, of Facilities | | | | |
| | Signature | | Date Approved | 5/14/26 | |
| 3. | Chief Systems & Services Officer | | | | |
| | Signature | | Date Approved | May 15, 2026 | |
| 4. | Chief Financial Officer | | | | |
| | Signature | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |






ROUT- Julian Tree

Final Audit Report

2026-05-15

| | |
|-----------------|--|
| Created: | 2026-05-15 |
| By: | Juanita Hunter (juanita.hunter@ousd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABMI3d_rzJ9bm5KcrZ-hZNeA_EDYApRKI |

"ROUT- Julian Tree" History

-  Document created by Juanita Hunter (juanita.hunter@ousd.org)
2026-05-15 - 6:15:18 PM GMT- IP address: 104.192.8.100
-  Document emailed to Preston Thomas (preston.thomas@ousd.org) for signature
2026-05-15 - 6:16:13 PM GMT
-  Email viewed by Preston Thomas (preston.thomas@ousd.org)
2026-05-15 - 6:17:12 PM GMT- IP address: 66.249.84.108
-  Document e-signed by Preston Thomas (preston.thomas@ousd.org)
Signature Date: 2026-05-15 - 8:01:06 PM GMT - Time Source: server- IP address: 104.192.9.82 - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-05-15 - 8:01:06 PM GMT