

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1508
Introduction Date	06-25-2025
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer

**Board Meeting Date** June 25, 2025

**Subject** CMAS Purchase and Installation Agreement– Benyon Sports Surfaces, Inc. – McClymonds High School Field Replacement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of a CMAS Purchase and Installation Agreement by and between the District and Benyon Sports Surfaces, Inc., Fresno CA, for the latter to supply and install a new Synthetic Track Surfacing for the McClymonds High School Field Replacement Project in the not-to-exceed amount of \$534,241.00 scheduled to commence on June 26, 2025, and is scheduled to last until November 12, 2025.

**Discussion** Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of a CMAS Purchase and Installation Agreement by and between the District and Benyon Sports Surfaces, Inc., Fresno CA, for the latter to supply and install a new Synthetic Track Surfacing for the McClymonds High School Field Replacement Project in the not-to-exceed amount of \$534,241.00 scheduled to commence on June 26, 2025, and is scheduled to last until November 12, 2025.

**Fiscal Impact** Building Fund 21-Measure Y

**Attachments**

- Contract Justification Form
- General Services Agreement, including exhibits
- Insurance Certificate
- Routing Form



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-1508

Department: Division of Facilities Planning and Management

Vendor Name: Benyon Sports Surfaces, Inc.

Project No.: 25009

Project Name: McClymonds High School Field Replacement Project

Contract Term: Intended Start: 06-26-2025 Intended End: 11-12-2025

Total Cost Over Contract Term: \$534,241.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Vendor was chosen for CMAS contract, which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

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

Supply and install a new Synthetic Track Surfacing for the McClymonds High School Field Replacement 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?

CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a))

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

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

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

Maintenance Contract:

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

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

CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)).



## Memorandum:

**Date:** May 19, 2025

**To:** Shivani More

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

**From:** Tiffany Knuckles

**Subject:** LBU Recommendation Notice - Districtwide - Turf Field Replacement Projects - Track Material and Installation

Greetings Ms. More,

Please see the LBU Recommendation for the following:

**Project(s):** 25024, 25025, 25009

**Project Site (s):** Oakland High School, ICS-TCN, McClymonds High School

**Project Name:** Turf Field Replacement Projects

**Company:** Beynon (Tarkett Sports)

**Scope:** Track Material and Installation, E-Layer Underlayment Material and Installation

The services listed above are being procured through a CMAS agreement, thereby foregoing the traditional RFP procurement process. A California Multiple Award Schedule (CMAS) contract is a statewide agreement that allows state and local government agencies to purchase products and services from a pool of suppliers maintained by the California Department of General Services (DGS). CMAS contracts are managed by DGS and offer a wide variety of commodity, non-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive.

Based on the District's decision to utilize a CMAS agreement to procure services, it is recommended to waive the LBU requirements for the above referenced projects.

### LBU Recommendation:

Full LBU Waiver ▾

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

Sincerely,

Tiffany Knuckles

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**CMAS PURCHASE AND INSTALLATION AGREEMENT**

This CMAS PURCHASE AND INSTALLATION AGREEMENT (“**Agreement**”) is made this June 26, ~~2026~~<sup>2025</sup>, by and between **Oakland Unified School District (“District”)** and **BEYNON SPORTS SURFACES, INC.**, a Maryland corporation (“**Contractor**”) with respect to the following recitals:

**RECITALS**

A. District is a public school district organized and existing under the laws of the State of California.

B. Contractor has entered into a California Multiple Award Schedule Contract No. **4-12-78-0063A** adopted by the General Services Administration, for the procurement of non-information technology commodities, under the applicable CMAS General Provisions (the “**CMAS Contract**”).

C. The Board of the District under Public Contract Code sections 10290 et seq. and 10298 et seq. may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements, including agreements with entities outside the state or other agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code.

E. The District plans to carry out the work as more particularly described in the proposal provided by Contractor, attached hereto as **Exhibit A** (“**Project**”).

F. The District intends to procure the items (“**Items**”) and services as more particularly described in the proposal provided by Contractor, attached hereto as **Exhibit A** (“**Proposal**”).

G. The Board of the District has determined that it is in the best interest of the District to utilize the CMAS Contract to complete the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **REFERENCE AND DEFINITION.**

A copy of the CMAS Contracts is attached hereto as **Exhibit B** and incorporated herein by reference. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contracts, the CMAS Contracts shall control, except for Section 2 “Scope of Work”, Section 3

“Contract Time”, Section 4, “Liquidated Damage”, and Section 5 “Contract Price” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions. For the purposes of this Agreement, all references to the “State of California”, “State” and/or “Local Agency” in the CMAS Contracts shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California”, “State”, and/or “Local Agency” under the CMAS Contracts shall apply to the District under this Agreement.

2. **SCOPE OF WORK.**

Contractor shall procure and deliver the Items and provide all materials, supplies, services and equipment necessary to complete the work as more particularly described in the Proposal attached hereto and incorporated herein as **Exhibit A** (collectively, the “**Work**”) for the District in connection with the Project.

3. **CONTRACT TIME.**

Contractor shall commence and complete the Work pursuant to the following:

3.1 **Commencement of Work**

Contractor shall commence the Work upon receipt of a written Notice to Proceed (“NTP”) issued by the District following execution of this Agreement.

3.2 **Completion of Work**

Contractor shall complete all Work for the Project by October 14, 2026 (the “**Scheduled Completion Date**”).

3.3 **District’s Right to Postpone**

The District reserves the right to postpone issuance of the NTP upon reasonable notice to Contractor. Contractor shall not be entitled to any claim of additional compensation as a result of District’s postponement of giving any notice to proceed.

4. **LIQUIDATED DAMAGES.**

Liquidated damages shall be enforced in accordance with the CMAS Contracts. Failure by Contractor to complete the Work by the Scheduled Completion Date, as set forth in Article 3 of this Agreement and in the manner required by the Contract Documents, shall subject Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which District would suffer if the Work were not satisfactory completed within the contract time set forth in Article 3 hereof, or if any specified portion of the Work were not completed by the Schedule Completion Date, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which District would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of

administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the liquidated damages for the Contractor's failure to complete the Work by the Scheduled Completion Date and in the manner provided for by the Contract Documents are established in the amount of One Thousand Dollars and no/100 (\$1,000.00) per calendar day and as further set forth in the CMAS Contracts.

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

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

## 5. **CONTRACT PRICE.**

As full compensation for Contractor's complete and satisfactory performance of the Work and activities described in the Contract Documents, District agrees to pay Contractor the price listed in the Proposal attached hereto as **Exhibit A** ("**Contract Price**") pursuant to the payment terms and conditions set forth in the Contract Documents. Contractor shall provide payment and performance bonds, each in the amount of one hundred percent (100%) of the Contract Price.

Contractor hereby represents and warrants that the prices indicated herein are the prices as accepted by the California Department of General Services ("**DGS**") for the identical items under the CMAS Contracts or are "Not Specifically Priced" items as that term is defined by the DGS.

Contractor acknowledges that the Contract Price includes all costs necessary for the delivery and installation of the Items and performance of the Work within the time allowed under Section 3 of this Agreement. Contractor further represents that it has thoroughly reviewed the Project scope, site conditions, and schedule requirements and agrees that the Contract Price is inclusive of all costs required to fully perform the Work. Contractor shall not be entitled to any additional compensation, claims, or damages, including but not limited to costs related to acceleration, overtime, or supervision, due to delays not caused by the District or its agents.

## 6. **PAYMENTS.**

The District shall make payments to the Contractor in accordance with the payment milestones set forth in the Proposal. Upon the occurrence of each milestone, the Contractor shall issue an invoice to the District, and payment of each invoice shall be due within forty-five (45) days of the invoice date. If the Contract Time is sixty (60) days or more, the Contractor may submit monthly invoices for the value of Work completed in the prior month. Upon receipt of each such invoice, the District shall promptly verify that the Work has been completed as represented. The District's Board has not determined that the Project is substantially complex, the standard five percent (5%) of the Contract Price ("**Retention**") shall apply and shall be withheld by the District. Within forty-five (45) days of the date of such verification, the District shall make payment equal to ninety-five percent (95%) of the value of the verified Work. The Retention shall be disbursed as part of the Final Payment. Final Payment of the Contract Price, including the Retention, shall be made upon completion of all Work, the Contractor's full performance of all other obligations under the Contract Documents, and submission of a properly itemized final invoice. Upon receipt of the final invoice, the District Representative will promptly verify completion and performance. Within forty-five (45) days of such confirmation, the District shall make Final Payment. All amounts previously retained from progress payments shall be released to the Contractor within sixty (60) days of completion of the Work and all other contractual obligations. The District may, in its sole discretion, condition payment of any portion of the Contract Price on the Contractor's preparation and District acceptance of a Schedule of Values, submittal of executed lien waivers and releases (for Progress or Final Payment, as applicable) from the Contractor and all Subcontractors receiving payment, and/or delivery of Certified Payroll records for the Contractor and Subcontractors. The District may withhold payment of any portion of the Contract Price at a rate of one hundred fifty percent (150%) of the value in question if there are claims or the likelihood of claims from subcontractors, suppliers, or others in connection with the Work; if there is defective or non-conforming Work that is not remedied; in the event of damages to the District; for liquidated damages; or in the case of any uncured default by the Contractor under the Contract Documents..

7. **TERMINATION.**

If the Contractor fails to perform the Work to the satisfaction of the District, fails to fulfill its obligations under this Agreement in a timely and professional manner, or violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon providing written notice to the Contractor. Additionally, the District may, at its sole discretion, terminate this Agreement for convenience by providing the Contractor with at least thirty (30) days' prior written notice. In the event of any termination, the District shall be obligated to pay the Contractor any outstanding undisputed invoices up to the effective date of termination. No early termination fees or penalties will apply. The District shall incur no liability for undelivered Items, Work or services beyond the effective termination date.

8. **CONFORMANCE TO CONTRACT DOCUMENTS.**

Contractor agrees that the Items and Work to be furnished pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents, as defined below.

9. **TRANSPORTATION CHARGES.**

Contractor agrees to deliver all Items and Work prepaid unless otherwise specified. All costs for delivery of Items are the responsibility of Contractor unless otherwise stated in the Contract Documents, as defined below.

## 10. **INSURANCE.**

### 10.1 **Comprehensive General Liability and Automobile Insurance.**

Without in any way limiting the Contractor's liability or indemnification obligations set forth in the Contract Documents, the Contractor shall, at its sole cost and expense, secure and maintain throughout the Term of this Agreement the following insurance coverages: (i) comprehensive general liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate, including coverage for bodily injury, personal injury, property damage, and contractual liability; (ii) commercial automobile liability insurance with limits of not less than \$1,000,000.00 in the aggregate, covering all owned, non-owned, and hired vehicles, if applicable; and (iii) product liability insurance with limits of not less than \$4,000,000.00 in the aggregate, covering liability for products provided under this Agreement, including software, hardware, and intellectual property claims. All policies shall name the District and the District Parties as additional insureds (except for workers' compensation), be primary and non-contributory to any insurance or self-insurance maintained by the District, and include a waiver of subrogation in favor of the District and the District Parties. Certificates of insurance and endorsements evidencing the required coverages shall be provided to the District prior to the commencement of any work and shall include a declaration that the insurance shall not be suspended, voided, canceled, or reduced in coverage or limits without thirty (30) days' prior written notice to the District. The Contractor shall ensure that subcontractors performing work under this Agreement maintain equivalent insurance coverages, and the failure to maintain the required insurance or to provide proof of insurance shall constitute a material breach of this Agreement.

### 10.2 **Workers' Compensation.**

Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code section 3200 et seq. during the duration of this Agreement. The District shall be named as an additional insured on the policy by endorsements, which will become a part of the Contract Documents. A certificate evidencing this coverage shall be filed with the District prior to the commencement of work under this Agreement. Notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

### 10.3 **Fire Insurance.**

Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work included within the scope of this Agreement, insuring the full replacement value of such work as well as the cost of any removal and demolition necessary to replace or repair all work damaged by fire. The amount of fire insurance shall be subject to approval by the District and shall be sufficient to protect the Work against loss or damage in full until termination of this Agreement. Should the Work being

constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of this Agreement, the drawings and specifications without additional expense to the District.

11. **DSA OVERSIGHT PROCESS.**

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

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

12. **INDEPENDENT CONTRACTOR STATUS.**

Contractor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

13. **PREVAILING WAGES.**

The Work is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be

employed on the Work is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

#### 14. **WORKING HOURS.**

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



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

15. **APPRENTICES.**

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

16. **TAXES.**

All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

17. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **MODIFICATION OF CONTRACT.**

Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Contractor of the changes by telephone call followed up with a written notice.

19. **AMENDMENTS.**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

20. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

21. **WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

22. **COMPLIANCE WITH LAW.**

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

23. **NON-DISCRIMINATION.**

There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

24. **ATTORNEYS' FEES.**

If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

25. **LIABILITY OF DISTRICT.**

Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

26. **TIME.**

Time is of the essence to this Agreement.

27. **WAIVER.**

No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

28. **ENTIRE AGREEMENT.**

The Contract Documents are intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **EXECUTION OF OTHER DOCUMENTS.**

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

30. **EXECUTION IN COUNTERPARTS.**

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

31. **WARRANTY OF AUTHORITY.**

The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

32. **CONTRACT DOCUMENTS.**

The following documents are incorporated into the Contract as the "Contract Documents":

- Exhibit A – Proposal
- Exhibit B – CMAS Contract.

33. **MEDIATION.**

A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the

parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **FINGERPRINTING REQUIREMENTS.**

Contractor shall comply with the fingerprinting requirements of Education Code section 45125.2, otherwise it shall comply with Education Code section 45125.1.

35. **PROJECT LABOR AGREEMENT.**

This Project IS subject to the District's Project Labor Agreement. Contractor is responsible for familiarizing itself with the terms of such agreement and executing an agreement to be bound by its terms.

36. **SAFETY REGULATIONS.**

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.


**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
[Preston Thomas \(Jun 2, 2025 17:32 PDT\)](#)

6/2/2025

\_\_\_\_\_  
Preston Thomas, Chief Systems &  
Services Officer

\_\_\_\_\_  
Date

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.,  
Facilities Counsel

06/02/2025

\_\_\_\_\_  
Date

**CONTRACTOR:**

**BEYNON SPORTS SURFACES, INC.,**

**a Maryland corporation**

Digitally signed by Karol Fair  
DN: cn=Karol Fair, o, ou, email=kfair@beynonssports.com, c=US  
Date: 2025.05.30 15:27:03 -07'00'

[5/30/2025](#)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

[Karol Fair](#) [Regional VP of Operations](#)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

☒ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

The ☐ installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

**Megan's Law (Sex Offenders).** Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subconsultant(s) that will be on the project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

**CONTRACTOR**

Digitally signed by Karol Fair  
DN: cn=Karol Fair, o, ou, email=kfair@beynonsports.com, c=US  
Date: 2025.05.30 15:29:10 -07'00'

By: \_\_\_\_\_

Name: Karol Fair

Title: Regional VP of Operations

Date: 5/30/2025

**MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:**

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

**DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

Pursuant to, without limitation, 20 U.S.C. section 6083, California Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., California Business and Professions Code section 25608, California Education Code section 48900, and District Board Policies, all District sites, including the Project site, are tobacco-free and alcohol-free environments. Smoking, the use of tobacco products, and the possession, consumption, or distribution of alcoholic beverages by any person are strictly prohibited on or in District property. District property includes, but is not limited to, school buildings, school grounds, District-owned or leased vehicles, and any vehicles owned by others while on District property.

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 5/30/2025

Beynon Sports Surfaces, Inc.

Contractor

Digitally signed by Karol Fair  
DN: cn=Karol Fair, o, ou,  
email=kfair@beynonsports.com, c=US  
Date: 2025.05.30 15:29:47 -07'00'

By: \_\_\_\_\_

Signature



## **GUARANTEE**

**Project:               Oakland High School Turf Field Replacement Projects**

The Contractor hereby warrants and guarantees to the Oakland Unified School District ("District") that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

***[Remainder of page intentionally left blank]***

**Contractor**

---

(Contractor Name)

---

(Signature of Contractor's Authorized Employee, Officer  
or Representative)

---

(Printed Name and Title)

---

(Date)

## DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Contractor shall provide the information requested below for each subcontractor who will perform work, labor or render service to Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5%) of the Contractor's Total Contract Price and shall further set forth the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for any one portion of the Work.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Contract Price for which no subcontractor was designated in the original Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Pursuant to California Labor Code § 1725.5, for any project exceeding Twenty-Five Thousand Dollars (\$25,000), each listed subcontractor must be registered as a Public Works Contractor with the California Department of Industrial Relations (DIR) at the time of Contract execution. Each Contractor shall provide the DIR Public Works Contractor Registration Number for each subcontractor listed. Failure to comply with this requirement may result in rejection.

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

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

Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Project: ~~Oakland~~ <sup>McClymonds</sup> High School Turf Field Replacement Projects

Name of Contractor: Beynon Sports Surfaces, Inc.

Contractor's  
Authorized Signature: Digitally signed by Karol Fair  
DN: cn=Karol Fair, o, ou, email=kfair@beynonsports.com, c=US  
Date: 2025.05.30 15:31:56 -07'00'

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>None</u>	_____
Address: _____	_____
Ph: _____ Fax: _	License No. _____
Subcontractor DIR Registration No. _____	

~~~~~

| <u>Name and Location of Subcontractor</u> | <u>Description of Work to be Subcontracted</u> |
|-------------------------------------------|------------------------------------------------|
| Name: _____                               | _____                                          |
| Address: _____                            | _____                                          |
| Ph: _____ Fax: _                          | License No. _____                              |
| Subcontractor DIR Registration No. _____  |                                                |

~~~~~

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _	License No. _____
Subcontractor DIR Registration No. _____	

~~~~~

| <u>Name and Location of Subcontractor</u> | <u>Description of Work to be Subcontracted</u> |
|-------------------------------------------|------------------------------------------------|
| Name: _____                               | _____                                          |
| Address: _____                            | _____                                          |
| Ph: _____ Fax: _                          | License No. _____                              |
| Subcontractor DIR Registration No. _____  |                                                |

~~~~~

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _	License No. _____
Subcontractor DIR Registration No. _____	

~~~~~

| <u>Name and Location of Subcontractor</u> | <u>Description of Work to be Subcontracted</u> |
|-------------------------------------------|------------------------------------------------|
| Name: _____                               | _____                                          |
| Address: _____                            | _____                                          |
| Ph: _____ Fax: _                          | License No. _____                              |
| Subcontractor DIR Registration No. _____  |                                                |

~~~~~

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _	License No. _____
Subcontractor DIR Registration No. _____	

~~~~~

| <u>Name and Location of Subcontractor</u> | <u>Description of Work to be Subcontracted</u> |
|-------------------------------------------|------------------------------------------------|
| Name: _____                               | _____                                          |
| Address: _____                            | _____                                          |

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
---	--

Name: _____	_____
-------------	-------

Address: _____	_____
----------------	-------

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

I am the authorized representative of the Contractor submitting this Designated Subcontractors List and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 30th, 2025, at Fresno [city], California [state].

Digitally signed by Karol Fair  
DN: cn=Karol Fair, o, ou,  
email=kfair@beynonssports.com, c=US

Signature: Date: 2025.05.30 15:32:57 -07'00'

Print Name: Karol Fair

Title: \_\_\_\_\_

## WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

---

Contractor

By: \_\_\_\_\_

*In accordance with Labor Code section 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.*

## NON-COLLUSION DECLARATION

*To be executed by the Contractor and submitted with the Project Forms.*

\_\_\_\_\_, declares that he or she is \_\_\_\_\_ of \_\_\_\_\_, and affirms that the Project proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Project proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Project proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Project proposal, or that anyone shall refrain from submitting the Project proposal; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the contract price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the contract price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quotation are true and correct; and, further, that the Contractor has not, directly or indirectly, submitted his or her contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, depository, or to any member or agent thereof to effectuate a collusive or sham quotation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_  
Signature



## DIR REGISTRATION VERIFICATION

PROJECT: Oakland High School Turf Field Replacement Projects

I am the \_\_\_\_\_ of \_\_\_\_\_ (“Contractor”)  
(Title/Position) (Contractor Name)

submitting the accompanying Project Forms for the Work described as Oakland High School Turf Field Replacement Projects

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Contractor’s DIR Registration Number is: \_\_\_\_\_. The expiration date of the Contractor’s DIR Registration is \_\_\_\_\_, 20\_\_\_\_\_.
3. If the Contractor is awarded the Contract for the Work and the expiration date of the Contractor’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Contractor completing all obligations under the Contract for the Work, the Contractor will take all measures necessary to renew the Contractor’s DIR Registration so that there is no lapse in the Contractor’s DIR Registration while performing Work under the Contract.
4. The Contractor, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Contractor has independently verified that each Subcontractor identified in the Designated Subcontractors List submitted with the Project proposal of the Contractor is currently a DIR registered contractor.
6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor’s Designated Subcontractors List.
7. The Contractor’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor’s Project proposal is subject to rejection for non-responsiveness.

*[Remainder of page intentionally left blank]*

I have personal firsthand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, typed or printed)

## DRUG-FREE WORKPLACE CERTIFICATION

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 et seq., the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
  - b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
  - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code § 8350 et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

*[Remainder of page intentionally left blank]*

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.  
(City and State)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

### ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the submission for Oakland High School Turf Field Replacement Projects ("Project"), and submitted it to the Oakland Unified School District on behalf of \_\_\_\_\_ ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the EPA.

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

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature

Print Name

---

Title

## LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO. \_\_\_\_\_ between Oakland Unified School District ("District") and \_\_\_\_\_ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

### **1. Lead as a Health Hazard**

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

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

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

### **2. Overview of California Law**

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

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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

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

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

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

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

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

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

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

**4. Contractor's Liability**

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

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

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

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

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

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



## **HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS**

### **1. Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

### **2. Notice of Hazardous Waste or Materials**

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, 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) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### **3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Project proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

#### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

#### **5. Compliance with Laws**

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## **7. Permits**

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## **8. Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

## **9. Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

## **INDEPENDENT CONTRACTOR CERTIFICATION OF EMPLOYEE CLEARANCE**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Company), certify that, pursuant to Education Code Sections 45125.1 and 45125.2, and this Facilities Lease, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice a shaving been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).

I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

(2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.

As further required by Education Code 45125.1, below is a list of names of the employees or agents of \_\_\_\_\_ (Company) who will be providing continual supervision and monitoring of all employees performing services on District property whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. . I agree to keep this list current and to notify District of any additions/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_, County, California.

Name of Company: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Fingerprinted Individuals Providing Continuous Supervision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purposes of submission of this Project proposal.

(Corporate Seal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

As the awardee under this Project proposal, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes of award of this contract.

(Corporate Seal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATE**

PROJECT/CONTRACT NO. \_\_\_\_\_ between OAKLAND  
UNIFIED SCHOOL DISTRICT ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE REGARDING**  
**PARTICIPATION OF**  
**DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email



## PERFORMANCE BOND

WHEREAS, the Board of Education of the Oakland Unified School District ("District"), at its meeting on [Insert Date], has awarded to \_\_\_\_\_ ("Principal"), the Contract for performance of the following project ("Project"): Oakland High School Turf Field Replacement Projects .

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

In the event of the District's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal's breach or default of the Contract Documents and District's termination of the Contract, the Surety shall notify District in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of

performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

*[Remainder of page intentionally left blank]*

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

TITLE \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

## PAYMENT BOND

WHEREAS, the Oakland Unified School District ("District") and the Contractor, \_\_\_\_\_ ("Principal"), have entered into a contract ("Contract") for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the Oakland High School Turf Field Replacement Projects ("Project"), which Contract dated \_\_\_\_\_, 20\_\_, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq.* to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and

original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

**EXHIBIT A**  
**PROPOSAL**

*[see attached]*

**5/22/2025**

**TO:** Shivani More, Elena Clements, Nicole Wells  
 Oakland Unified School District  
 c/o Cumming Group  
**PHONE:** (213) 275-7494  
**EMAIL:** [shivani.more@ousd.org](mailto:shivani.more@ousd.org); [ellen.clements@ousd.org](mailto:ellen.clements@ousd.org); [nicole.wells@ousd.org](mailto:nicole.wells@ousd.org)  
  
**FROM:** David Cloud  
 Beynon Sports  
**PHONE:** (408) 694-7055  
**EMAIL:** [david.cloud@tarkettsports.com](mailto:david.cloud@tarkettsports.com)

## McClymonds High School – FINAL REVISED CMAS Track Surfacing Renovation Proposal

Beynon Sports is pleased to present this FINAL REVISED CMAS proposal to supply and install new Synthetic Track Surfacing per details and schematic plansheets provided, as well as discussions and site visit assessment. Pricing includes PLA Agreement.

| SYNTHETIC TRACK SURFACING                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
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| Scope:                                                                               | Beynon Sports proposes to install new full depth track system overtop of properly cured and in-tolerance sub base provided by others.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Size:                                                                                | 6,460 SY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Product Options:                                                                     | BSS 300 (sealed base mat with embedded EPDM topcoat)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Color:                                                                               | Orange with Black Exchange Zones, Sideline Event Area & Perimeter Lane (attached layouts provided for visual concept use only). Additional option for Orange perimeter lane provided as requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Thickness:                                                                           | 13mm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Warranty:                                                                            | 10 years (third party insured)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Striping:                                                                            | Per drawings / NFHS & CIF Standards, and approved striping layout submittal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| CMAS Price Schedule Line Items:                                                      | Scrape and Disposal: REMOVED FROM SCOPE – Performed by others<br>BSS 300: 132                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Cost:                                                                                | <div><div><div>OPTION 1: Black Perimeter Border: \$524,858.00</div><table><tr><td>BSS 300 Orange with Black Exchange Zones, Sideline Event Area and Perimeter Lane</td><td>CMAS Pricing Schedule Unit Price</td><td>McClymonds HS Unit Price</td><td>Discount</td><td>McClymonds HS Price</td><td>Materials</td><td>Labor</td></tr><tr><td>Item 132 = BSS 300</td><td>\$ 88.33</td><td>\$ 81.25</td><td>\$ 7.08</td><td>\$ 524,858.00</td><td>\$341,157.70</td><td>\$183,700.30</td></tr><tr><td>TOTALS</td><td>\$ 570,611.80</td><td>\$ 524,858.00</td><td>\$ 45,753.80</td><td>\$ 524,858.00</td><td></td><td></td></tr></table></div><div><div>OPTION 2: Orange Perimeter Border: \$534,241.00</div><table><tr><td>BSS 300 Orange with Black Exchange Zones, Sideline Event Area, Orange Perimeter Lane</td><td>CMAS Pricing Schedule Unit Price</td><td>McClymonds HS Unit Price</td><td>Discount</td><td>McClymonds HS Price</td><td>Materials</td><td>Labor</td></tr><tr><td>Item 132 = BSS 300</td><td>\$ 88.33</td><td>\$ 82.70</td><td>\$ 5.63</td><td>\$ 534,241.00</td><td>\$347,256.65</td><td>\$186,984.35</td></tr><tr><td>TOTALS</td><td>\$ 570,611.80</td><td>\$ 534,241.00</td><td>\$ 36,370.80</td><td>\$ 534,241.00</td><td></td><td></td></tr></table></div></div> |                          |              |                     |              |              |  |  |  | BSS 300 Orange with Black Exchange Zones, Sideline Event Area and Perimeter Lane | CMAS Pricing Schedule Unit Price | McClymonds HS Unit Price | Discount | McClymonds HS Price | Materials | Labor | Item 132 = BSS 300 | \$ 88.33 | \$ 81.25 | \$ 7.08 | \$ 524,858.00 | \$341,157.70 | \$183,700.30 | TOTALS | \$ 570,611.80 | \$ 524,858.00 | \$ 45,753.80 | \$ 524,858.00 |  |  | BSS 300 Orange with Black Exchange Zones, Sideline Event Area, Orange Perimeter Lane | CMAS Pricing Schedule Unit Price | McClymonds HS Unit Price | Discount | McClymonds HS Price | Materials | Labor | Item 132 = BSS 300 | \$ 88.33 | \$ 82.70 | \$ 5.63 | \$ 534,241.00 | \$347,256.65 | \$186,984.35 | TOTALS | \$ 570,611.80 | \$ 534,241.00 | \$ 36,370.80 | \$ 534,241.00 |  |  |
| BSS 300 Orange with Black Exchange Zones, Sideline Event Area and Perimeter Lane     | CMAS Pricing Schedule Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | McClymonds HS Unit Price | Discount     | McClymonds HS Price | Materials    | Labor        |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Item 132 = BSS 300                                                                   | \$ 88.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 81.25                 | \$ 7.08      | \$ 524,858.00       | \$341,157.70 | \$183,700.30 |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| TOTALS                                                                               | \$ 570,611.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 524,858.00            | \$ 45,753.80 | \$ 524,858.00       |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| BSS 300 Orange with Black Exchange Zones, Sideline Event Area, Orange Perimeter Lane | CMAS Pricing Schedule Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | McClymonds HS Unit Price | Discount     | McClymonds HS Price | Materials    | Labor        |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Item 132 = BSS 300                                                                   | \$ 88.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 82.70                 | \$ 5.63      | \$ 534,241.00       | \$347,256.65 | \$186,984.35 |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| TOTALS                                                                               | \$ 570,611.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 534,241.00            | \$ 36,370.80 | \$ 534,241.00       |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |
| Durations:                                                                           | Up to 21 working days (Track Surfacing Crew)<br>Up to 4 working days (Separate Striping Crew)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |              |                     |              |              |  |  |  |                                                                                  |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |                                                                                      |                                  |                          |          |                     |           |       |                    |          |          |         |               |              |              |        |               |               |              |               |  |  |

This quotation excludes any bond costs, design costs, base work or repair of base, union or labor law levies, site security, agency approval or associated fees, fencing, protection of sports surface after completion, supply and installation of any equipment, logos, multiple mobilizations or other unforeseen costs.



- Beynon Sports is a licensed contractor in the State of California # 883198 A, C-15, C-61 / D-12
- Beynon Sports CMAS #: 4-12-78-0063A
- Beynon Sports DIR Registration Number: 1000004698
- Beynon Sports acknowledges all Prevailing Wages, Per Diem and Travel Time
- Beynon Sports is a member of the American Sports Builders Association and maintains Certified Builders on staff
- Cure time on new asphalt and concrete is 28 days prior to receiving new track surface
- No concrete curing compounds or asphalt seal coats shall be utilized
- All flat concrete work shall have a medium broom finish
- We recommend a moisture barrier under all concrete flat work, and/or a moisture mitigation system be applied topically to all concrete on which the synthetic track surfacing is to be applied
- While surfacing and striping are being done, water systems must be curtailed, shut off or controlled so that no water falls on the track or event area surfaces
- If Bonding is required, please add 1.0% to the price above
- Pricing is valid for 30 days

If you have any questions regarding this proposal, please do not hesitate to contact me at the above-mentioned number or email.

Best Regards,

David Cloud  
*Tarkett Sports*



# BSS 300

## ENHANCED PERFORMANCE



### PERFORMANCE FOR ALL

The BSS 300 system delivers a leading quality surface without breaking the bank. Through innovative system construction and local manufacturing, this sandwich system delivers on everything you've been looking for. It offers a similar feel and performance to traditional full-pour systems, along with improved shock absorption for daily training.

### BUILT ON PROVEN EXPERIENCE

Built on more than 40 years of Beynon Sports' experience and backed by an industry-leading ten (10) year warranty, the BSS 300 system showcases a proven track record of quality. As a World Athletics and GreenGuard Gold certified product, we have the proof to back it up.

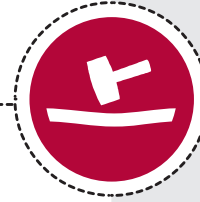
### DESIGNED FOR YOUR PROGRAM

With a range of colors and textures, you can customize your surface to match your program.



#### SYSTEM DESIGN

ENHANCED  
PERFORMANCE



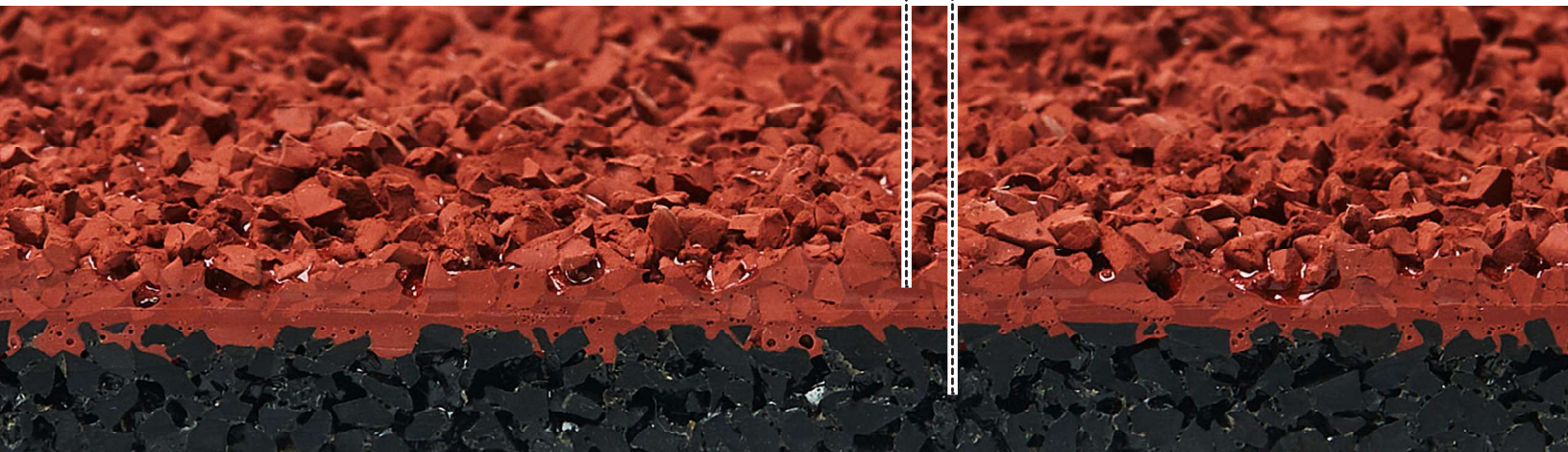
#### RESILIENT WEAR LAYER

ADDED DURABILITY  
AND LIFECYCLE



#### FORCE-REDUCTION LAYER

EXCELLENT SHOCK  
ABSORBENCY FOR  
TRAINING & DISTANCE



## BSS 300 TECHNICAL DATA

### ► WEAR LAYER:

Two-component polyurethane with intermixed EPDM granules

### ► SEAL LAYER:

Thixotropic two-component impermeable polyurethane sealer

### ► BASE LAYER:

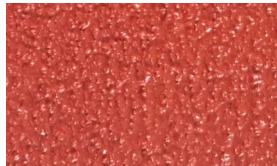
Paved-in-place elastic-layer polyurethane basemat

## BSS 300 AVAILABLE TEXTURES



### EMBEDDED

Our embedded texture allows the EPDM granules to be broadcasted into the polyurethane, interlocking them in place.



### ENCAPSULATED

Our encapsulated texture intermixes the EPDM granules with two-component polyurethane prior to the application and is then covered with a protective layer of two applications of aliphatic pigmented coatings to offer maximum resistance to wear, staining and fading.



### HOBART

Our exclusive Hobart® Texture adds a unique coating to lock the EPDM granules in place, offering added durability as well as increased spike and stain resistance.

## BSS 300 COLOR SELECTION



B62

BEYNON RED  
RAL #3011



BLACK  
RAL #9004

### ► ADDITIONAL COLORS (Added costs may apply)



B42

MAROON  
RAL #3032



084

LIGHT BLUE  
RAL #5012



045

DARK GREY  
RAL #7011



B73

ORANGE  
RAL #2010



064

BLUE  
RAL #5015



055

MID GREY  
RAL #7037



B79

GOLD  
RAL #1005



B94

HERTHA/BERLIN BLUE  
RAL #5002



B77

RACQUET GREEN  
RAL #6025



066

BEIGE  
RAL #1014



B44

PURPLE  
RAL #5022



B57

SIGNAL GREEN  
RAL #6032



B04

SOUTHERN BLUE  
RAL #5011

The images shown herein are intended for illustrative purposes only and are not exact representations of the actual products. Size, colors, and materials may vary. Additional costs may apply based on **specific** system color selection.

## WHY BEYNON



### MADE IN AMERICA

Focused on an unwavering commitment to quality, our Hunt Valley (Maryland, USA) facility is one of the most advanced in North America.



### VERTICALLY INTEGRATED

Beynon controls all aspects of the manufacturing value chain. From start to finish, your project doesn't leave our hands.



### UNMATCHED DURABILITY

Manufactured and installed with the highest attention to detail, Beynon systems showcase proven durability.



### LEADING EXPERIENCE

Beynon has over 40 years experience and installed over 7,500 surfaces across the world.



### TRUSTED

For outdoor and indoor venues, Beynon is the trusted track & field surface of leading collegiate programs and thousands of high school facilities in North America.



### FINANCIALLY STRONG

Part of Tarkett Sports, a division of the Tarkett Group, the flooring giant, Beynon Sports has unprecedented financial support and stability. You can rest easy.







**LCA**  
ARCHITECTS  
MARCUS LARSEN | GARY BERKMAN  
2500 WILSON AVENUE, SUITE 200, SAN JOSE, CA 95128  
760.962.0000 | WWW.LCA-ARCHITECTS.COM

# LEADERS IN TRACK & FIELD

## WHY BEYNON SPORTS

Beynon Sports are leaders in synthetic track surfacing. With full control of all aspects of the manufacturing value chain & installation, we're in full control of your project from start to finish. We are as committed to your program as you are; and we're with you for the long term. When you buy a Beynon track & field surface, you're buying from a company that knows how to take care of you. It's what we do best.



### EXPERIENCED

With over 7,500 installations in North America in the last 10 years, Beynon has been the trusted surface of track and field programs. We have completed over 400 projects in California.



### FINANCIALLY STABLE

Part of Tarkett Sports, a division of the Tarkett Group, a worldwide leader of innovative flooring and sports surface solutions, Beynon has unprecedented financial support and stability. You can rest easy.



### CONSTRUCTION EXPERTS

We are committed to first class customer service with a dedicated local staff that will be on-site whenever needed. By dealing with one company for all your sports surfacing needs, you can rest easy knowing you won't have to deal with multiple parties for any questions that might arise.

- ▶ Single source relationship – Manufacturer & Installer
- ▶ Turn key projects
- ▶ Local California based Installation Crews
- ▶ In-house Project Manager & Customer Service Crews

## CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) GENERAL SERVICES ADMINISTRATION (GSA) - MILITARY

- ▶ Direct purchase opportunity for entities in the State of California
- ▶ Take advantage of federally negotiated pricing
- ▶ Not-to-exceed pricing is published online and readily available
- ▶ Skip the costly public bid process by issuing contracts and PO's directly with Beynon
- ▶ No administrative or processing fee for the client
- ▶ Provides owner with project control



# 4-12-78-0063A



# YOUR BEYNON TEAM

- **Mason Farnsworth:** Director of Sales, SW Region
- **Jeffrey Dickey:** California Regional Manager
- **Mark Duyst:** Regional Sales Manager S. California
- **Jason Paul:** Regional Sales/Project Manager S. California
- **David Cloud:** Regional Sales Manager, N. California



559-237-2590

info@beynonsports.com

beynonsports.com

## OUR FEATURED PROJECTS



North Monterey County  
High School  
Castroville, CA



American River College  
Los Rios CCD  
Sacramento, CA



Campbell Union  
High School District  
San Jose, CA



Casa Grande  
High School  
Petaluma, CA



Corning High School  
Corning, CA



El Camino  
College  
Torrance, CA



Harbor High School  
Santa Cruz, CA



Huntington Beach Union  
High School District  
Huntington Beach, CA



Jurupa Valley  
High School  
Jurupa Valley, CA



Lake Elsinore  
Unified School District  
Lake Elsinore, CA



Lodi  
Unified School District  
Lodi, CA



Long Beach City  
College  
Long Beach, CA



Merced College  
Merced, CA



Modesto  
Junior College  
Modesto, CA



Nevada Joint Union  
High School District  
Nevada County, CA



North Monterey  
County High School  
Castroville, CA



Orsi High School  
Orsi, CA



San Bernardino City  
Unified School District  
San Bernardino, CA



Sequoia Union  
High School District  
Redwood City, CA



South Monterey  
County Joint Union  
High School District,  
King City, CA



Thousand Oaks  
High School  
Thousand Oaks, CA



Torrance  
Unified School District  
Torrance, CA





THE ULTIMATE  
SURFACE EXPERIENCE

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Catalog/Price List**

**SCHEDULE TITLE:**

Federal Supply Schedule: MAS  
Multiple Awards Schedule  
FSC Group: MAS – Furniture & Furnishings – Fitness Solutions

**CONTRACT NUMBER:** GS-07F-9631S

**CONTRACT PERIOD:** August 7, 2016-Aug. 6, 2026

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)

**CONTRACTOR:**

FieldTurf USA, Inc  
175 North Industrial Blvd NE  
Calhoun, GA 30701

**CONTRACTOR'S ADMINISTRATION SOURCE:**

Sarah Morehead – SmartBuy Director of Operations  
19600 SW 129<sup>th</sup> Ave.  
Tualatin, OR 97062  
Phone number: (888) 209 0065 ext. 230  
Fax number: (503) 692-4869  
Email: [sarah.morehead@fieldturf.com](mailto:sarah.morehead@fieldturf.com)

FieldTurf Headquarters Address:  
7445 Cote-de-Liesse Road Suite 200  
Montreal, Quebec, Canada  
H4T 1G2

**BUSINESS SIZE:** SMALL

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERSS (SINs)**

| <b>SIN</b> | <b>DESCRIPTION</b>                    |
|------------|---------------------------------------|
| 339920S    | Sporting Goods Equipment and Supplies |

FieldTurf – 7445 Cote-de-Liesse Road Suite 200 – Montreal, QC H4T 1G2 Canada  
Tel 1-800-724-2969 - Fax (514) 904-9311  
[www.fieldturf.com](http://www.fieldturf.com)



THE ULTIMATE  
SURFACE EXPERIENCE

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

| <u>SIN</u> | <u>MODEL</u>           | <u>PRICE</u> |
|------------|------------------------|--------------|
| 339920S    | GeoTextile/Marafi 140N | \$0.25psf    |

**1c. HOURLY RATES:** NA

**2. MAXIMUM ORDER\*:** \$250,000 per SIN and \$250,000 per order

\*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a price quote. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** \$2,000

**4. GEOGRAPHIC COVERAGE:** Domestic, 50 States, Washington DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.

**5. POINT(S) OF PRODUCTION:** Turf: Calhoun, GA  
Track: Hunt Valley, MD

**6. DISCOUNT FROM LIST PRICES:** 5.0% – 22% off Commercial Price list. Prices shown are net. Discounts have been deducted. Price includes delivery and installation in lower 48 states and Washington DC. Prices are not to exceed based on highest wage rate states. States with lower wage rates will result in adjusted pricing.

**7. QUANTITY DISCOUNT(s):** None

**8. PROMPT PAYMENT TERMS:** Prompt payment discount of 1% when full payment is received within 10 days or less of installation completion. As per Modification on 8/5/11.

**9a. GOVERNMENT PURCHASE CARDS ACCEPTED BELOW  
MICROPURCHASE THRESHOLD?** Yes





THE ULTIMATE  
SURFACE EXPERIENCE

**9b. GOVERNMENT PURCHASE CARDS ACCEPTED ABOVE  
MICROPURCHASE THRESHOLD?** No

**10. FOREIGN ITEMS:** On file with GSA

**11a. TIME OF DELIVERY:** Shipped 60 Days ARO

**11b. EXPEDITED DELIVERY:** Contact Contractor's Representative

**11c. OVERNIGHT and 2-DAY DELIVERY:** Overnight and 2-day deliveries are available. Contact the Contractor for rates.

**11d. URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** FOB Destination. Additional charges apply if outside the lower 48 states and Washington DC.

**13a. ORDERING ADDRESS:**  
FieldTurf USA, Inc  
7445 Cote-de-Liesse Road Suite 200  
Montreal, QC H4T 1G2

**13b. ORDERING PROCEDURES:** For supplies and services, the ordering procedure, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

**14. PAYMENT ADDRESS:** Same as Ordering Address

**15. WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

**16. EXPORT PACKING CHARGES:** Not applicable

**17. TERMS AND CONDITION OF GOVERNMENT PURCHASE CARD  
ACCEPTANCE:** Government Purchase Cards will only be accepted under the Micropurchase Threshold and will be processed through Paypal's Virtual Terminal application.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR  
(IF APPLICABLE):** NA

**19. TERMS AND CONDITION OF INSTALLATION (IF APPLICABLE):**

Installation by a FieldTurf® approved installer is required.

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM THE LIST PRICES (IF AVAILABLE):** NA

**20A. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** NA

**21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** NA

**22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Contact contractor representative

**23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** NA

**24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** See product descriptions on GSAdvantage!

**24b. Section 508 Compliance for EIT:** NA

**25. UEI NUMBER:** F73RHKWMHC11

**26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:**

Registration valid until August 18 2023.

|   | Manufacturing Part #          | FieldTurf Product                  | Unit | GSA Price |
|---|-------------------------------|------------------------------------|------|-----------|
|   |                               | Synthetic turf more than 45,000 sf |      |           |
| 1 | FTRV-1 360                    | FieldTurf Revolution 2.5" 360      | SF   | \$6.44    |
| 2 | FTRV-57 360                   | FieldTurf Revolution 2.25" 360     | SF   | \$6.14    |
| 3 | FieldTurf Revolution 2.0" 360 | FieldTurf Revolution 2" 360        | SF   | \$5.94    |
| 4 | FTHD-1                        | FieldTurf ClassicHD 2.5"           | SF   | \$6.44    |
| 5 | FTHD-57                       | FieldTurf ClassicHD 2.25"          | SF   | \$6.14    |

|                                           |                               |                                |    |         |
|-------------------------------------------|-------------------------------|--------------------------------|----|---------|
| 6                                         | FTHD-2                        | FieldTurf ClassicHD 2"         | SF | \$5.94  |
| 7                                         | XM360-65                      | FieldTurf XM360-65 (2.5")      | SF | \$5.94  |
| 8                                         | XM360-57                      | FieldTurf XM360-57 (2.25")     | SF | \$5.71  |
| 9                                         | XM360-50                      | FieldTurf XM360-50 (2.0")      | SF | \$5.44  |
| 10                                        | XT65                          | FieldTurf Prestige XT 65       | SF | \$5.94  |
| 11                                        | XT57                          | FieldTurf Prestige XT 57       | SF | \$5.71  |
| 12                                        | XT50                          | FieldTurf Prestige XT 50       | SF | \$5.44  |
| 13                                        | FTHG                          | FieldTurf Hockey Gold          | SF | \$10.48 |
| 14                                        | FTVP-1                        | Vertex Prime 2.5"              | SF | \$6.62  |
| 15                                        | FTVP-57                       | Vertex Prime 2.25"             | SF | \$6.31  |
| 16                                        | FTVP-2                        | Vertex Prime 2.0"              | SF | \$6.13  |
| 17                                        | FTV-1                         | Vertex 2.5"                    | SF | \$6.22  |
| 18                                        | FTV-57                        | Vertex 2.25"                   | SF | \$5.98  |
| 19                                        | FTV-2                         | Vertex 2.0"                    | SF | \$5.89  |
| 20                                        | FT-CORE 2.5"                  | FieldTurf CORE 2.5"            | SF | \$6.62  |
| 21                                        | FT-CORE 2.25"                 | FieldTurf CORE 2.25"           | SF | \$6.32  |
| 22                                        | FT-CORE 2"                    | FieldTurf CORE 2"              | SF | \$6.13  |
| 23                                        | Vertex Prime Core 1           | Vertex Prime Core 1            | SF | \$6.80  |
| 24                                        | Vertex Prime Core 57          | Vertex Prime Core 57           | SF | \$6.49  |
| 25                                        | Vertex Prime Core 2           | Vertex Prime Core 2            | SF | \$6.26  |
| <b>Synthetic Turf less than 45,000 sf</b> |                               |                                |    |         |
| 26                                        | FTRV-1 360                    | FieldTurf Revolution 2.5" 360  | SF | \$8.80  |
| 27                                        | FTRV-57 360                   | FieldTurf Revolution 2.25" 360 | SF | \$8.34  |
| 28                                        | FieldTurf Revolution 2.0" 360 | FieldTurf Revolution 2" 360    | SF | \$8.09  |
| 29                                        | FTHD-1                        | FieldTurf ClassicHD 2.5"       | SF | \$8.52  |
| 30                                        | FTHD-57                       | FieldTurf ClassicHD 2.25"      | SF | \$8.22  |
| 31                                        | FTHD-2                        | FieldTurf ClassicHD 2"         | SF | \$8.03  |
| 32                                        | XM360-65                      | FieldTurf XM360-65 (2.5")      | SF | \$8.02  |
| 33                                        | XM360-57                      | FieldTurf XM360-57 (2.25")     | SF | \$7.77  |
| 34                                        | XM360-50                      | FieldTurf XM360-50 (2.0")      | SF | \$7.56  |
| 35                                        | XT65                          | FieldTurf Prestige XT 65       | SF | \$8.03  |
| 36                                        | XT57                          | FieldTurf Prestige XT 57       | SF | \$7.70  |
| 37                                        | XT50                          | FieldTurf Prestige XT 50       | SF | \$7.52  |
| 38                                        | FT-CORE 2.5"                  | FieldTurf CORE 2.5"            | SF | \$8.95  |
| 39                                        | FT-CORE 2.25"                 | FieldTurf CORE 2.25"           | SF | \$8.52  |
| 40                                        | FT-CORE 2"                    | FieldTurf CORE 2"              | SF | \$8.23  |
| 41                                        | FieldTurf Double Play Speed   | FieldTurf Double Play Speed    | SF | \$8.63  |
| 42                                        | FieldTurf Double Play Natural | FieldTurf Double Play Natural  | SF | \$8.03  |

|                         |                                                  |                                                                            |    |             |
|-------------------------|--------------------------------------------------|----------------------------------------------------------------------------|----|-------------|
| 43                      | FieldTurf Triple Threat Speed                    | FieldTurf Triple Threat Speed                                              | SF | \$8.63      |
| 44                      | FieldTurf Triple Threat Natural                  | FieldTurf Triple Threat Natural                                            | SF | \$8.57      |
| 45                      | FieldTurf Vertex 2.5"                            | FieldTurf Vertex 2.5"                                                      | SF | \$8.26      |
| 46                      | FieldTurf Vertex 2.25"                           | FieldTurf Vertex 2.25"                                                     | SF | \$8.03      |
| 47                      | FieldTurf Vertex 2"                              | FieldTurf Vertex 2"                                                        | SF | \$7.94      |
| 48                      | FieldTurf Vertex Prime 2.5"                      | FieldTurf Vertex Prime 2.5"                                                | SF | \$8.94      |
| 49                      | FieldTurf Vertex Prime 2.25"                     | FieldTurf Vertex Prime 2.25"                                               | SF | \$8.50      |
| 50                      | FieldTurf Vertex Prime 2"                        | FieldTurf Vertex Prime 2"                                                  | SF | \$8.22      |
| 51                      | Vertex Prime Core 1 - 2.5"                       | Vertex Prime Core 1 - 2.5"                                                 | SF | \$9.12      |
| 52                      | Vertex Prime Core 57 - 2.25"                     | Vertex Prime Core 57 - 2.25"                                               | SF | \$8.68      |
| 53                      | Vertex Prime Core 2 - 2"                         | Vertex Prime Core 2 - 2"                                                   | SF | \$8.39      |
| <b>Other Turf Items</b> |                                                  |                                                                            |    |             |
| 54                      | Trueblend Infill                                 | Trueblend Infill                                                           | SF | \$2.20      |
| 55                      | TPE                                              | EcoGreen Plus Infill (TPE Infill)                                          | SF | \$3.43      |
| 56                      | EGI                                              | EcoGreen Infill                                                            | SF | \$3.43      |
| 57                      | ECOM                                             | EcoMax                                                                     | SF | \$3.22      |
| 58                      | EPDM-B                                           | EcoSense EPDM- Black                                                       | SF | \$2.56      |
| 59                      | EPDM-T                                           | EcoSense EPDM-Tan                                                          | SF | \$5.31      |
| 60                      | FieldTurf Genius                                 | FieldTurf Genius- Supply equipment (does not include monthly plan or pole) | UN | \$36,272.04 |
| 61                      | FieldTurf Genius supply with 8 year Monthly plan | FieldTurf Genius supply with 8 year Monthly plan                           | UN | \$54,408.06 |
| 62                      | FieldTurf Re-Cover (Replacement Overlay)         | FieldTurf Re-Cover (Replacement Overlay)                                   | SF | \$1.36      |
| 63                      | Facility Shield                                  | Facility Shield                                                            | EA | \$32,549.12 |
| 64                      | FieldCleanse                                     | FieldCleanse Minimum purchase of 40,000sf.                                 | SF | \$0.17      |
| 65                      | FieldTurf Double Play Speed                      | FieldTurf Double Play Speed                                                | SF | \$6.56      |
| 66                      | FieldTurf Double Play Natural                    | FieldTurf Double Play Natural                                              | SF | \$5.94      |
| 67                      | FieldTurf Triple Threat Speed                    | FieldTurf Triple Threat Speed                                              | SF | \$6.56      |
| 68                      | FieldTurf Triple Threat Natural                  | FieldTurf Triple Threat Natural                                            | SF | \$6.47      |
| 69                      | Removable Batter/Umpire baseball                 | Removable Batter/Umpire baseball system                                    | UN | \$19,949.62 |

|     | system                               |                                                |    |             |
|-----|--------------------------------------|------------------------------------------------|----|-------------|
| 70  | PF                                   | PureFill Infill (for 2" Product Only)          | SF | \$1.63      |
| 71  | Pure Select Olive                    | PURESELECT (Olive Cores Organic & Fiber Based) | SF | \$2.40      |
| 72  | Envirofill                           | EnviroFill                                     | SF | \$6.08      |
| 73  | EasyField                            | EasyField                                      | SF | \$22.67     |
| 74  | NA                                   | Numbers & Arrows                               | UN | \$20,629.72 |
| 75  | Shadowed Football Numbers and arrows | Shadowed Football Numbers and arrows           | UN | \$10,450.01 |
| 76  | SM                                   | Soccer Markings                                | UN | \$9,974.81  |
| 77  | HM                                   | Hash Marks                                     | UN | \$9,500.00  |
| 78  | LOGO                                 | Logo                                           | UN | \$33,250.01 |
| 79  | EZ                                   | Endzone Letters                                | UN | \$3,627.20  |
| 80  | FHL                                  | Field Hockey Lines                             | UN | \$9,068.01  |
| 81  | LL                                   | Lacrosse Lines                                 | UN | \$9,068.01  |
| 82  | BL                                   | Baseball Lines                                 | UN | \$9,068.01  |
| 83  | FFL                                  | Flag Football Lines                            | UN | \$9,068.01  |
| 84  | SL                                   | Softball Lines                                 | UN | \$9,068.01  |
| 85  | FRL                                  | Football Restraining Lines                     | UN | \$10,450.01 |
| 86  | LTM                                  | Tick Marks for Lacrosse                        | UN | \$4,806.05  |
| 87  | PP-16                                | ProPlay 16mm                                   | SF | \$1.82      |
| 88  | Brock                                | Brock Synthetic Base Material                  | SF | \$3.22      |
| 89  | ShockBase (26mm)                     | Beynon ShockBase Elastic Layer                 | SF | \$4.49      |
| 90  | ShockBase (19mm)                     | Beynon ShockBase Elastic Layer                 | SF | \$4.49      |
| 91  | R&D                                  | Removal and Disposal                           | SF | \$1.30      |
| 92  | CPV3                                 | Coolplay V3 infill                             | SF | \$1.00      |
| 93  | GMAX                                 | GMAX testing                                   | VS | \$1,632.24  |
| 94  | VTILE                                | Versatiles                                     | SF | \$2.16      |
| 95  | VTILE/Geo                            | Versatiles with Geotextile Membrane            | SF | \$2.63      |
| 96  | proplay 20 MM                        | ProPlay 20MM                                   | SF | \$1.89      |
| 97  | proplay 23 MM                        | ProPlay 23MM                                   | SF | \$1.98      |
| 98  | ThermaGreen 23 MM                    | ThermaGreen 23 MM                              | SF | \$1.70      |
| 99  | ShockBase Pro                        | ShockBase Pro                                  | SF | \$2.61      |
| 100 | ShockBase Select                     | ShockBase Select                               | SF | \$2.28      |
| 101 | Vintage 40-90 + (6 MM pad)           | Vintage 40-90 + (6 MM pad)                     | EA | \$5,226.20  |
| 102 | SER                                  | Site Entrance Road                             | UN | \$6,500.00  |
| 103 | SiltF                                | Silt Fence                                     | LF | \$4.50      |
| 104 | Seed&M                               | Seeding and Mulching                           | SY | \$1.75      |
| 105 | Inlet Pro                            | Inlet protection                               | UN | \$300.00    |

|                         |             |                                                                                                                                 |      |             |
|-------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------|------|-------------|
| 106                     | Cut & Laser | Cut and laser grade                                                                                                             | CY   | \$38.90     |
| 107                     | Laser       | Laser Grade                                                                                                                     | SF   | \$0.30      |
| 108                     | Lime Stab   | Lime Stabilization                                                                                                              | SF   | \$1.00      |
| 109                     | GeoTexFab   | GeoTextile Fabric                                                                                                               | SF   | \$0.25      |
| 110                     | ADS 12"     | 12" ADS Advantage Flat Panel Drain                                                                                              | LF   | \$9.54      |
| 111                     | PVC 12"     | 12" Perforated PVC or HDPE Pipe                                                                                                 | LF   | \$41.99     |
| 112                     | CC & PT     | Concrete Curb (6" x 12") with 2" x 4" Pressure treated Wood Nailer                                                              | LF   | \$40.00     |
| 113                     | PT          | 2" x 4" Pressure Treated Wood Nailer                                                                                            | LF   | \$11.25     |
| 114                     | FinStone    | Finishing Stone In Place, Compacted and Laser Graded (2" depth)                                                                 | DT   | \$190.99    |
| 115                     | BaseStone   | Base Stone In Place, Compacted and Laser Graded (4" depth)                                                                      | DT   | \$53.00     |
| 116                     | MOB/GC      | Mobilization, General Conditions                                                                                                | UN   | \$22,000.00 |
| 117                     | DE&S        | Design, Engineering & Survey                                                                                                    | HR   | \$249.99    |
| <b>Turf Maintenance</b> |             |                                                                                                                                 |      |             |
| 118                     | FieldSweep  | FieldSweep                                                                                                                      | Each | \$4,584.38  |
| 119                     | GR          | GroomRight                                                                                                                      | UN   | \$9,068.01  |
| 120                     | GRW         | GroomRight Wings                                                                                                                | UN   | \$6,347.61  |
| 121                     | Tow Mag     | Tow Behind Magnet                                                                                                               | UN   | \$5,440.81  |
| 122                     | FTSB        | FieldTurf Static Brush                                                                                                          | UN   | \$9,068.01  |
| 123                     | Fieldcare 1 | 1 Yr. Contract – 2 Visits per Year (Continental US only, excludes Alaska and Hawaii). Price is for a maximum of 80,000sf field. | UN   | \$7,657.00  |
| 124                     | Fieldcare 5 | 5 Yr. Contract – 2 Visits per Year (Continental US only, excludes Alaska and Hawaii). Price is for a maximum of 80,000sf field. | UN   | \$33,499.38 |
| 125                     | Fieldcare 8 | 8 Yr. Contract – 2 Visits per Year (Continental US only, excludes Alaska and Hawaii). Price is for a maximum of 80,000sf field. | UN   | \$47,856.25 |
| 126                     | PureCare 1  | 1 year- (3 times a year) (Continental US only, excludes Alaska and Hawaii). Price is for a maximum of 80,000sf field.           | UN   | \$11,177.58 |
| 127                     | PureCare 5  | PureCare 5 years- (3 times a year) (Continental US only, excludes Alaska and Hawaii). Price is for a maximum of 80,000sf field. | UN   | \$56,335.01 |

|     |                  |                                                                                                                                                           |    |             |
|-----|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------|
| 128 | PureCare 8       | PureCare 8 years- (3 times a year)<br>(Continental US only, excludes Alaska and Hawaii). Price is for a maximum of 80,000sf field.                        | UN | \$89,420.65 |
|     |                  | <b>Athletic Track Surfacing</b>                                                                                                                           |    |             |
|     |                  | <b>New Surfacing on Projects 4500 sy or more</b>                                                                                                          |    |             |
| 129 | BSS 50           | BSS 50                                                                                                                                                    | SY | \$48.57     |
| 130 | BSS 100          | BSS 100                                                                                                                                                   | SY | \$57.18     |
| 131 | BSS 200          | BSS 200                                                                                                                                                   | SY | \$73.00     |
| 132 | BSS 300          | BSS 300                                                                                                                                                   | SY | \$88.83     |
| 133 | BSS 1000 ML      | BSS 1000 ML                                                                                                                                               | SY | \$107.94    |
| 134 | BSS 1000 10mm    | BSS 1000 10mm                                                                                                                                             | SY | \$98.49     |
| 135 | BSS 1000 13mm    | BSS 1000 13mm                                                                                                                                             | SY | \$108.11    |
| 136 | BSS 2000 13mm    | BSS 2000 13mm                                                                                                                                             | SY | \$118.89    |
| 137 | In-Situ Base     | In-Situ Base                                                                                                                                              | SY | \$18.14     |
| 138 | E-Layer          | E-Layer                                                                                                                                                   | SY | \$32.10     |
|     |                  | <b>Top-Coating/Maintenance of existing surfaces of 4500 sy or more</b>                                                                                    |    |             |
| 139 | WBSS             | To resurface a running track using the Beynon Water Based Spray- BeyPur 160. Price is to be ADDED to the BSS-100 RE, BSS-200 RE, BSS-100, BSS-200 options | SY | \$2.90      |
| 140 | BSS 100 RE       | BSS 100 RE                                                                                                                                                | SY | \$43.89     |
| 141 | BSS 200 RE       | BSS 200 RE                                                                                                                                                | SY | \$53.50     |
| 142 | BSS 2000 RE 5 mm | BSS 2000 RE 5 mm                                                                                                                                          | SY | \$82.52     |
| 143 | BSS 2000 RE 7mm  | BSS 2000 RE 7mm                                                                                                                                           | SY | \$92.27     |
| 144 | Track Restriping | Track Restriping                                                                                                                                          | EA | \$15,415.62 |
| 145 | Track Cleaning   | Track Cleaning                                                                                                                                            | EA | \$22,704.23 |
|     |                  | <b>New Surfacing on Projects 4500 sy or less + \$8000 Mobilization Cost Applies</b>                                                                       |    |             |
| 146 | BSS 50           | BSS 50                                                                                                                                                    | SY | \$94.94     |
| 147 | BSS 100          | BSS 100                                                                                                                                                   | SY | \$111.32    |
| 148 | BSS 200          | BSS 200                                                                                                                                                   | SY | \$121.91    |
| 149 | BSS 300          | BSS 300                                                                                                                                                   | SY | \$145.62    |
| 150 | BSS 1000 ML      | BSS 1000 ML                                                                                                                                               | SY | \$172.57    |
| 151 | BSS 1000 10mm    | BSS 1000 10mm                                                                                                                                             | SY | \$163.84    |

|                                                                                                           |                                                                                               |                                                                                               |    |             |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----|-------------|
| 152                                                                                                       | BSS 1000 13mm                                                                                 | BSS 1000 13mm                                                                                 | SY | \$172.57    |
| 153                                                                                                       | BSS 2000 13mm                                                                                 | BSS 2000 13mm                                                                                 | SY | \$183.51    |
| 154                                                                                                       | In-Situ Base                                                                                  | In-Situ Base                                                                                  | SY | \$26.06     |
| 155                                                                                                       | E-Layer                                                                                       | E-Layer                                                                                       | SY | \$56.28     |
| <b>Top-Coating/Maintenance of existing surfaces of 4500 sy or less + \$8000 Mobilization Cost Applies</b> |                                                                                               |                                                                                               |    |             |
| 156                                                                                                       | BSS 100 RE                                                                                    | BSS 100 RE                                                                                    | SY | \$70.44     |
| 157                                                                                                       | BSS 200 RE                                                                                    | BSS 200 RE                                                                                    | SY | \$80.08     |
| 158                                                                                                       | BSS 2000 RE 5 mm                                                                              | BSS 2000 RE 5 mm                                                                              | SY | \$92.78     |
| 159                                                                                                       | BSS 2000 RE 7mm                                                                               | BSS 2000 RE 7mm                                                                               | SY | \$103.77    |
| 160                                                                                                       | Track Restriping                                                                              | Track Restriping                                                                              | EA | \$15,415.62 |
| 161                                                                                                       | Track Cleaning                                                                                | Track Cleaning                                                                                | EA | \$22,704.23 |
| <b>Running Track Mobilization fees for projects with 4500 sy or less</b>                                  |                                                                                               |                                                                                               |    |             |
| 162                                                                                                       | Track Mobilization costs for new track surfacing on projects that are 4500 sy or less.        | Track Mobilization costs for new track surfacing on projects that are 4500 sy or less.        | VS | \$8,886.65  |
| 163                                                                                                       | Track Mobilization costs for Top-Coating/Maintenance of existing surfaces of 4500 sy or less. | Track Mobilization costs for Top-Coating/Maintenance of existing surfaces of 4500 sy or less. | VS | \$8,886.65  |
| <b>Tennis Courts and Track Related Items</b>                                                              |                                                                                               |                                                                                               |    |             |
| 164                                                                                                       | PLEXIPAVE                                                                                     | PLEXIPAVE                                                                                     | EA | \$19,949.62 |
| 165                                                                                                       | crack fill                                                                                    | Outdoor court crack repair system- minimum of 300 LF                                          | LF | \$100.86    |
| 166                                                                                                       | Concrete Construction                                                                         | Concrete Construction                                                                         | SY | \$169.42    |
| 167                                                                                                       | Post-Tension Court                                                                            | Post-Tension Court                                                                            | SY | \$169.42    |
| 168                                                                                                       | Asphalt Court Construction                                                                    | Asphalt Court Construction                                                                    | SY | \$114.86    |
| 169                                                                                                       | Asphalt for Track                                                                             | Asphalt for Track                                                                             | SY | \$8.37      |
| 170                                                                                                       | Preparation/Cleaning                                                                          | Preparation/Cleaning                                                                          | SY | \$3.59      |
| 171                                                                                                       | Patching                                                                                      | Patching                                                                                      | SY | \$114.86    |



|                                   |                                    |                                                                                                                                                                                                                                                                                                                            |    |             |
|-----------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------|
| 172                               | Court Crack Repair                 | Clean crack of loose debris and vegetation, fill crack and court patch, recoat repaired areas.                                                                                                                                                                                                                             | LF | \$5.27      |
| 173                               | Tennis Equip                       | Provide and install 1 complete set of tennis equipment: ground sleeves, center anchor, net posts, net and center strap. Includes Freight.                                                                                                                                                                                  | UN | \$22,921.91 |
| 174                               | Tennis Equipment-supply and ship   | Provide 1 complete set of tennis equipment: ground sleeves, center anchor, net posts, net and center strap. SUPPLY ONLY (doesn't include installation). Includes Freight                                                                                                                                                   | UN | \$2,017.13  |
| 175                               | Windscreens                        | Windscreens                                                                                                                                                                                                                                                                                                                | SF | \$12.15     |
| <b>Additional Site Work Items</b> |                                    |                                                                                                                                                                                                                                                                                                                            |    |             |
| 176                               | Temporary Protection of Hardscapes | Temporary Protection of Hardscapes - Protection placed upon various existing hardscapes in order to preserve original condition and protection from damage during construction. Protection to be one or a combination of steel plates, styrofoam, plywood, fabric, rock. Pricing only for projects greater than 45,000 sf. | LF | \$261.25    |
| 177                               | Cut and Haul Out Sod               | Cut and Haul out Sod- Strip existing vegetation and haul off site. All excavated materials to be hauled and legally disposed of offsite. Pricing only for projects greater than 45,000 sf. Turf or Track surfacing system must be purchased with this line item.                                                           | CY | \$57.71     |
| 178                               | Utility Demolition                 | Site Utility Demolition - Locate, excavate, demolish and remove existing site utility up to 12" in diameter - limited to storm, drainage and irrigation only. Pricing does not include gas, fiber optic, sewer or electrical lines. Pricing only for projects greater than 45,000 sf.                                      | LF | \$31.35     |
| 179                               | Track Surfacing Demolition         | Work involves the removal and disposal of an existing synthetic track surface up to 13mm in thickness. This work can only be performed in preparation for the installation of a new Beynon track surface. Price applies to greater than 45,000 sf.                                                                         | SY | \$8.55      |

|     |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |          |
|-----|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|
| 180 | Impermeable Liner | Moisture Barrier (or approved equal): 20 mil thick impermeable liner placed directly on to treated subgrade. Pricing only for projects greater than 45,000 sf. Turf or Track surfacing system must be purchased with this line item.                                                                                                                                                                                                  | SF | \$1.57   |
| 181 | Impermeable Liner | Moisture Barrier (or approved equal): 30 mil thick LLDPE / HDPE impermeable liner placed directly on to treated subgrade. Pricing only for projects greater than 45,000 sf. Turf or Track surfacing system must be purchased with this line item.                                                                                                                                                                                     | SF | \$1.66   |
| 182 | Geogrid           | Geogrid Stabilization Alternate: Uniaxial or Biaxial grid structure of polymeric material to allow interlocking with surrounding soil, rock, earth and other materials. Recommendation of Geotechnical Engineer to be followed at each occurrence. Pricing only for projects greater than 45,000 sf. Turf or Track surfacing system must be purchased with this line item.                                                            | SY | \$3.32   |
| 183 | ACO               | ACO 3000 (or approved equal): Product specifically designed to meet the demands of track and field facilities. ACO Drain systems consist of manufactured modular trench drains made from stainless steel, corrosion resistant polymer concrete, or fiberglass, together with grates from a variety of materials. Pricing only for projects greater than 250 LF. Turf or Track surfacing system must be purchased with this line item. | LF | \$152.00 |
| 184 | PVC or HDPE Pipe  | Irrigation Mainline: Furnish & Install up to 4" irrigation mainline with sand backfill. Must be more than 100 LF. Pricing does not include irrigation heads, boxes or lateral piping - main supply only.                                                                                                                                                                                                                              | LF | \$43.94  |

|     |                           |                                                                                                                                                                                                                                             |    |             |
|-----|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------|
| 185 | PVC                       | Conduit Sleeve: Furnish & Install 4" diameter conduit sleeve. Pricing only for projects greater than 200 LF. Excludes boring for any utilities.                                                                                             | LF | \$20.90     |
| 186 | 2" x 4" Composite Nailer  | Composite Nailer Board: Furnish & Install composite edge and attachment point for turf. pricing only for projects greater than 45,000 sf of turf. Turf or Track surfacing system must be purchased with this line item.                     | LF | \$15.53     |
| 187 | Goal Post                 | GoalPak Unit: Furnish & Install one Sportsfield Specialties GP4383 RH (or approved equal) Goalpak Combination Football/Soccer Goal Rotating/Hinged System.                                                                                  | UN | \$36,574.42 |
| 188 | Communication Box         | Communication Box: Furnish & Install one Sportsfield Specialties (or approved equal) model number 3500 with patented infill retainer system.                                                                                                | UN | \$2,849.95  |
| 189 | Hand Hole / Utility Box   | TurfCool Box: Furnish & Install one Sportsfield Specialties (or approved equal) TurfCool Quick Connect Valve Enclosure box model number TC-3700-TCV.                                                                                        | UN | \$2,849.95  |
| 190 | Protective Netting System | Standard Netting Systems: Furnish & Install Sportsfield Specialties (or approved equal) up to 10ft high protective netting system including ground sleeves - Model Number BSS210 (TFBSS210P). Pricing only for projects greater than 160 LF | LF | \$114.95    |

|     |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |              |
|-----|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|
| 191 | Asphalt Paving                                                                     | Asphalt paving up to 3.5" in depth, compacted within 92-96% density. Asphalt substrate cannot vary from planned cross slope by more than + .2%, with a maximum lateral slope outside to inside of 1%, and a maximum slope of 0.1% in any running direction. The finished asphalt cannot vary under a 10' straight edge more than 1/8". Pricing only for projects greater than 1500 SY. Turf or Track surfacing system must be purchased with this line item. | SY | \$42.80      |
| 192 | Base Stone In Place, Compacted and Laser Graded (6" depth) - Asphalt Paving - 3.5" | Base Stone in Place, Compacted and Laser Graded (6" depth): Dense graded base stone or flexbase to allow for desired compaction and planarity for receipt of asphalt paving. Pricing only for projects greater than 1500 SY. Turf or Track surfacing system must be purchased with this line item.                                                                                                                                                           | DT | \$58.90      |
|     |                                                                                    | <b>Latex track systems (below 4500 SY require an \$8000 Mobilization fee)</b>                                                                                                                                                                                                                                                                                                                                                                                |    |              |
| 193 | L-2000 (Black only)                                                                | L-2000 (Black only)                                                                                                                                                                                                                                                                                                                                                                                                                                          | SY | \$27.43      |
| 194 | Black Polyresin (Black only) - 1/2" depth (13mm)                                   | Black Polyresin (Black only) - 1/2" depth (13mm)                                                                                                                                                                                                                                                                                                                                                                                                             | SY | \$42.85      |
| 195 | Poly-4000 - 3/8" depth (10mm)                                                      | Poly-4000 - 3/8" depth (10mm)                                                                                                                                                                                                                                                                                                                                                                                                                                | SY | \$40.81      |
| 196 | Red Polyresin - 1/2" depth (13mm)                                                  | Red Polyresin - 1/2" depth (13mm)                                                                                                                                                                                                                                                                                                                                                                                                                            | SY | \$49.87      |
|     |                                                                                    | <b>Latex RETOP track systems (below 4500 SY require an \$8000 Mobilization fee)</b>                                                                                                                                                                                                                                                                                                                                                                          |    |              |
| 197 | Top-Coat (latex tracks)                                                            | Top-Coat (latex tracks)                                                                                                                                                                                                                                                                                                                                                                                                                                      | SY | \$24.48      |
| 198 | Black Polyresin Resurfacing                                                        | Black Polyresin Resurfacing                                                                                                                                                                                                                                                                                                                                                                                                                                  | SY | \$21.99      |
| 199 | Red Polyresin Resurfacing                                                          | Red Polyresin Resurfacing                                                                                                                                                                                                                                                                                                                                                                                                                                    | SY | \$28.56      |
| 200 | Poly-4000 - Spray                                                                  | Poly-4000 - Spray                                                                                                                                                                                                                                                                                                                                                                                                                                            | SY | \$24.48      |
|     |                                                                                    | <b>Ancillary Items</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |              |
| 201 | Natural Grass/Sod                                                                  | Natural Grass/Sod                                                                                                                                                                                                                                                                                                                                                                                                                                            | SF | \$1.59       |
|     |                                                                                    | <b>Beynon Track Maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |    |              |
| 202 | Fast Track 1                                                                       | Fast Track 1                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UN | \$35,758.19  |
| 203 | Fast Track 3                                                                       | Fast Track 3                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UN | \$48,594.46  |
| 204 | Fast Track 5                                                                       | Fast Track 5                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UN | \$82,518.89  |
| 205 | Fast Track 8                                                                       | Fast Track 8                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UN | \$109,108.31 |

| FieldTurf Commerical |                                  |                                  |    |          |
|----------------------|----------------------------------|----------------------------------|----|----------|
| 206                  | COMMAND CORE                     | COMMAND CORE                     | SF | \$13.23  |
| 207                  | Command Core Prefomance          | Command Core Prefomance          | SF | \$13.11  |
| 208                  | COMMAND Play Nutmeg              | COMMAND Play Nutmeg              | SF | \$13.00  |
| 209                  | COMMAND Play Olive               | COMMAND Play Olive               | SF | \$13.00  |
| 210                  | COMMAND Duo                      | COMMAND Duo                      | SF | \$12.56  |
| 211                  | PowerPlay FIT Turf               | PowerPlay FIT Turf               | SF | \$15.90  |
| 212                  | EasyPlay - Green                 | EasyPlay - Green                 | SF | \$11.11  |
| 213                  | EasyPlay - Color                 | EasyPlay - Color                 | SF | \$12.69  |
| 214                  | FC Classic HD Sports Turf        | FC Classic HD Sports Turf        | SF | \$11.75  |
| 215                  | FC Classic HD Sports Turf Color  | FC Classic HD Sports Turf Color  | SF | \$13.34  |
| 216                  | Tru-Roll Putting Green           | Tru-Roll Putting Green           | SF | \$15.77  |
| 217                  | Signature Pro Tee Line Turf      | Signature Pro Tee Line Turf      | SF | \$16.57  |
| 218                  | Signature Pro Driving Range Turf | Signature Pro Driving Range Turf | SF | \$7.96   |
| 219                  | Composite Nailer Board           | Composite Nailer Board           | LF | \$3.75   |
| 220                  | VersaTile                        | VersaTile                        | SF | \$2.18   |
| 221                  | Transition Material 1"           | Transition Material 1"           | LF | \$9.89   |
| 222                  | Transition Material 2.5"         | Transition Material 2.5"         | LF | \$15.03  |
| 223                  | Transistion Material 3.5"        | Transistion Material 3.5"        | LF | \$18.46  |
| 224                  | Playground Pad 2"                | Playground Pad 2"                | SF | \$3.25   |
| 225                  | Playground Pad 1"                | Playground Pad 1"                | SF | \$2.96   |
| 226                  | Swing/Slide Pad                  | Swing/Slide Pad                  | EA | \$281.68 |
| 227                  | Kid Kushion Tiles 1"             | Kid Kushion Tiles 1"             | SF | \$19.85  |
| 228                  | Kid Kushion Tiles 2.5"           | Kid Kushion Tiles 2.5"           | SF | \$21.85  |
| 229                  | Kid Kushion Tiles 3.5"           | Kid Kushion Tiles 3.5"           | SF | \$22.85  |
| 230                  | Kid Kushion Tiles 3.75"          | Kid Kushion Tiles 3.75"          | SF | \$23.85  |
| 231                  | Crumb Rubber Infill 50 lb Bag    | Crumb Rubber Infill 50 lb Bag    | EA | \$23.11  |
| 232                  | Crumb Rubber Infill Super Sack   | Crumb Rubber Infill Super Sack   | EA | \$693.69 |
| 233                  | Infill Sand 100 lb Bag           | Infill Sand 100 lb Bag           | EA | \$8.89   |
| 234                  | Infill Sand 50 lb Bag            | Infill Sand 50 lb Bag            | EA | \$7.25   |
| 235                  | Seaming Glue 1 Gallon            | Seaming Glue 1 Gallon            | EA | \$78.01  |
| 236                  | Seaming Glue Two-Part            | Seaming Glue Two-Part            | EA | \$99.00  |
| 237                  | Seaming Glue 5 Gallons           | Seaming Glue 5 Gallons           | EA | \$404.57 |
| 238                  | Seam Material 6"X100'            | Seam Material 6"X100'            | EA | \$14.89  |
| 239                  | Seam Material 12" x              | Seam Material 12" x 100"         | EA | \$18.36  |

|                            |                                         |                                                                    |    |         |
|----------------------------|-----------------------------------------|--------------------------------------------------------------------|----|---------|
|                            | 100"                                    |                                                                    |    |         |
| 240                        | Turf Spikes - 50 lb Box                 | Turf Spikes - 50 lb Box                                            | EA | \$71.18 |
| 241                        | Staples - 1000 Count Box                | Staples - 1000 Count Box                                           | EA | \$81.69 |
| 242                        | Putting Green Pad                       | Putting Green Pad                                                  | SF | \$1.09  |
| 243                        | Putting Green Utility Set               | Putting Green Utility Set                                          | EA | \$56.37 |
| 244                        | Rake - Spring Wire                      | Rake - Spring Wire                                                 | EA | \$37.67 |
| 245                        | Rake - Grandi Small                     | Rake - Grandi Small                                                | EA | \$30.81 |
| 246                        | Turf Gopher Wire                        | Turf Gopher Wire                                                   | SF | \$1.80  |
| 247                        | Removal and Disposal - Organics         | Removal and Disposal - Organics                                    | SF | \$2.10  |
| 248                        | Removal and Disposal - Turf/Mulch/Sand  | Removal and Disposal - Turf/Mulch/Sand                             | SF | \$3.50  |
| 249                        | Removal and Disposal - Pour-In-Place    | Removal and Disposal - Pour-In-Place                               | SF | \$3.75  |
| 250                        | Removal and Disposal - Concrete/Asphalt | Removal and Disposal - Concrete/Asphalt                            | SF | \$4.50  |
| 251                        | Perforated Drain System                 | Perforated Drain System                                            | LF | \$25.00 |
| 252                        | Flat Drain                              | Flat Drain                                                         | LF | \$25.00 |
| 253                        | Mow Curb                                | Mow Curb                                                           | LF | \$24.00 |
| 254                        | Additional Base Material                | Additional Base Material                                           | YD | \$92.00 |
| 255                        | Geotextile Layer                        | Geotextile Layer                                                   | SF | \$0.40  |
| <b>Protective Flooring</b> |                                         |                                                                    |    |         |
| 256                        | Omnisports - Compact                    | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$8.00  |
| 257                        | Omnisports - Speed                      | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$13.50 |
| 258                        | Omnisports - Multi-Use                  | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$14.01 |
| 259                        | Omnisports - Active +                   | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$14.50 |
| 260                        | Omnisports - PurePlay                   | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$15.00 |
| 261                        | Omnisports - Extreme                    | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$15.76 |
| 262                        | Omnisports - Dancefloor                 | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$13.50 |
| 263                        | Omnisports - HPL 7 mm with Compact      | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$15.51 |
| 264                        | Omnisports - HPL 9 mm with Compact      | Sheet Vinyl Single Color. Priced for a minimum purchase of 5000 sf | SF | \$16.00 |
| 265                        | Omnisports - Tarkolay                   | Underlayment. Priced for a minimum purchase of 5000 sf             | SF | \$4.50  |

|     |                                           |                                                                     |    |            |
|-----|-------------------------------------------|---------------------------------------------------------------------|----|------------|
| 266 | Omnisports - Weld Rod 5 mm                | Weld Rod. Priced for a minimum purchase of 5000 sf                  | SO | \$87.04    |
| 267 | Adhesive Multi-Set                        | Adhesive. Priced for a minimum purchase of 5000 sf                  | PA | \$224.01   |
| 268 | Adhesive Multi-Poxy                       | Adhesive. Priced for a minimum purchase of 5000 sf                  | KT | \$594.22   |
| 269 | Adhesive Tarkotape                        | Adhesive. Priced for a minimum purchase of 5000 sf                  | BX | \$1,326.13 |
| 270 | Game Line Paint - Gen-U-Line              | Game Line Paint. Priced for a minimum purchase of 5000 sf           | KT | \$222.81   |
| 271 | Game Line Paint - Gen-U-Line              | Game Line Paint. Priced for a minimum purchase of 5000 sf           | KT | \$160.79   |
| 272 | Linosport 2.5mm                           | Linoleum Single Color. Priced for a minimum purchase of 5000 sf     | SF | \$8.00     |
| 273 | PolyTurf Plus Pad and Pour -ReStart       | Polyurethane Single Color. Priced for a minimum purchase of 5000 sf | SF | \$10.01    |
| 274 | PolyTurf Plus Pad and Pour -4+2           | Polyurethane Single Color. Priced for a minimum purchase of 5000 sf | SF | \$13.50    |
| 275 | PolyTurf Plus Pad and Pour -7+2           | Polyurethane Single Color. Priced for a minimum purchase of 5000 sf | SF | \$14.50    |
| 276 | PolyTurf Plus Pad and Pour -9+2           | Polyurethane Single Color. Priced for a minimum purchase of 5000 sf | SF | \$15.00    |
| 277 | PolyTurf Plus Pad and Pour -12+4          | Polyurethane Single Color. Priced for a minimum purchase of 5000 sf | SF | \$18.01    |
| 278 | Adhesive BeyBond 50                       | Adhesive. Priced for a minimum purchase of 5000 sf                  | PA | \$260.07   |
| 279 | Dancefloor 3.5mm                          | Sheet Vinyl. Priced for a minimum purchase of 5000 sf               | SF | \$13.50    |
| 280 | Inspiration with Dancefloor               | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$29.51    |
| 281 | Inspiration Pro with Dancefloor           | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$29.51    |
| 282 | Lumaflex -Classic with Omnisports Compact | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$24.91    |
| 283 | Lumaflex -Classic with Linosport 2.5mm    | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$24.91    |
| 284 | Lumaflex -Elite with Omnisports Compact   | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$24.91    |
| 285 | Lumaflex -Elite with Linosport 2.5mm      | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$24.91    |
| 286 | Lumaflex -Fit with Omnisports Compact     | Combination. Priced for a minimum purchase of 5000 sf               | SF | \$29.51    |
| 287 | ClutchCourt - Performance                 | Wood 2nd and Better Maple. Priced for a minimum purchase of 5000 sf | SF | \$21.26    |



|     |                                            |                                                                                    |    |            |
|-----|--------------------------------------------|------------------------------------------------------------------------------------|----|------------|
| 288 | ClutchCourt - Performance Anchor           | Wood 2nd and Better Maple. Priced for a minimum purchase of 5000 sf                | SF | \$23.00    |
| 289 | ClutchCourt -FlexLock                      | Wood 2nd and Better Maple. Priced for a minimum purchase of 5000 sf                | SF | \$21.26    |
| 290 | ClutchCourt -Trainer 3                     | Wood 2nd and Better Maple. Priced for a minimum purchase of 5000 sf                | SF | \$21.75    |
| 291 | ClutchCourt -Trainer 2                     | Wood 2nd and Better Maple. Priced for a minimum purchase of 5000 sf                | SF | \$20.50    |
| 292 | ClutchCourt -Speckle 8 mm Rolls            | Rubber up to 30% EPDM Color. Priced for a minimum purchase of 5000 sf              | SF | \$10.01    |
| 293 | Dropzone - Speckle 8 mm Interlocking Tiles | Rubber up to 30% EPDM Color. Priced for a minimum purchase of 5000 sf              | SF | \$10.01    |
| 294 | Dropzone - Comfort 10.5 mm                 | Rubber Single Color. Priced for a minimum purchase of 5000 sf                      | SF | \$16.50    |
| 295 | Dropzone - Comfort 14.5 mm                 | Rubber Single Color. Priced for a minimum purchase of 5000 sf                      | SF | \$17.01    |
| 296 | Dropzone - Elite                           | Rubber. Priced for a minimum purchase of 5000 sf                                   | SF | \$20.01    |
| 297 | Dropzone - Power                           | Rubber. Priced for a minimum purchase of 5000 sf                                   | SF | \$18.01    |
| 298 | Dropzone - Flex                            | Rubber. Priced for a minimum purchase of 5000 sf                                   | SF | \$16.00    |
| 299 | Dropzone - Impact                          | Rubber. Priced for a minimum purchase of 5000 sf                                   | SF | \$16.00    |
| 300 | Dropzone - Droptile                        | Rubber up to 30% EPDM Color. Priced for a minimum purchase of 5000 sf              | SF | \$18.01    |
| 301 | Dropzone - Droptile Max                    | Rubber up to 30% EPDM Color. Priced for a minimum purchase of 5000 sf              | SF | \$29.51    |
| 302 | Dropzone - DropTurf                        | Indoor Artificial Turf. Priced for a minimum purchase of 5000 sf                   | SF | \$8.00     |
| 303 | EasyCourt                                  | Portable Flooring. Priced for a minimum purchase of 5000 sf                        | EA | \$337.58   |
| 304 | EasyCourt - EasyField                      | Portable Flooring. Priced for a minimum purchase of 5000 sf                        | EA | \$337.58   |
| 305 | EasyCourt/Easyfield ADA Transitions        | Accessory 1.75" x 22" x 36" - Black only. Priced for a minimum purchase of 5000 sf | EA | \$225.06   |
| 306 | EasyCourt/Easyfield Non - ADA Transitions  | Accessory Transition. Priced for a minimum purchase of 5000 sf                     | EA | \$80.02    |
| 307 | Basketball Game Line Painting              | Painting Labor. Priced for a minimum purchase of 5000 sf                           | EA | \$2,200.55 |
| 308 | Volleyball Game Line Painting              | Painting Labor. Priced for a minimum purchase of 5000 sf                           | EA | \$1,500.38 |
| 309 | Pickleball Game Line Painting              | Painting Labor. Priced for a minimum purchase of 5000 sf                           | EA | \$1,500.38 |



|                                                             |                                             |                                                                                         |    |             |
|-------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------|----|-------------|
| 310                                                         | Badminton Game Line Painting                | Painting Labor. Priced for a minimum purchase of 5000 sf                                | EA | \$1,500.38  |
| 311                                                         | Tennis Game Line Painting                   | Painting Labor. Priced for a minimum purchase of 5000 sf                                | EA | \$1,500.38  |
| 312                                                         | Table Tennis Game Line Painting             | Painting Labor. Priced for a minimum purchase of 5000 sf                                | EA | \$1,500.38  |
| 313                                                         | Logos                                       | Painting Labor. Priced for a minimum purchase of 5000 sf                                | EA | \$15,458.44 |
| 314                                                         | Coved Base 4 Resilient Base Standard Colors | Resilient Base 4" with Toe. Priced for a minimum purchase of 5000 sf                    | LF | \$3.50      |
| 315                                                         | Vented Coved Base Standard Colors           | Vented Resilient Base. Priced for a minimum purchase of 5000 sf                         | LF | \$11.00     |
| <b>Additional Track and Field Equipment and Accessories</b> |                                             |                                                                                         |    |             |
| 316                                                         | Pole Vault Box                              | Pole Vault Box                                                                          | EA | \$2,500.63  |
| 317                                                         | Take-Off Boards                             | Take-Off Boards                                                                         | EA | \$2,000.50  |
| 318                                                         | Shot Put Toe Boards                         | Shot Put Toe Boards                                                                     | EA | \$1,000.25  |
| 319                                                         | Shot Put Rings                              | Shot Put Rings                                                                          | EA | \$3,000.76  |
| 320                                                         | Discus Rings                                | Discus Rings                                                                            | EA | \$3,000.76  |
| 321                                                         | Combination Hammer/Discus Cage              | Combination Hammer/Discus Cage and cage must meet IAAF rules                            | EA | \$60,015.11 |
| 322                                                         | Hammer/Discus Conversion Ring               | Hammer/Discus Conversion Ring                                                           | EA | \$6,001.51  |
| 323                                                         | Removable Track Curbing.                    | Removable Track Curbing. The curb shall meet the requirements of the IAAF.              | LF | \$17.05     |
| 324                                                         | Long Jump Sandpits and Traps                | Long Jump Sandpits and Traps                                                            | EA | \$25,006.30 |
| 325                                                         | Sand for Sand Pits and Traps                | Sand for Sand Pits and Traps                                                            | LY | \$75.48     |
| 326                                                         | Hobart Coating                              | Hobart Coating for Polyurethane tracks                                                  | SY | \$44.10     |
| 327                                                         | Retention Coat                              | Retention coat - 2 coat protection system                                               | SY | \$35.19     |
| 328                                                         | High Jump                                   | High Jump - Includes standard High Jump Pad, cover, adjustable standards and cross bar. | EA | \$25,460.96 |
| 329                                                         | Pole Vault Pad                              | Pole Vault Pad - Includes standard Pole Vault landing pad and cover                     | EA | \$48,193.95 |
| 330                                                         | Hurdles                                     | Hurdles                                                                                 | EA | \$636.52    |
| 331                                                         | Track Crossing Mats                         | Track Crossing Mats                                                                     | EA | \$3,182.62  |
| 332                                                         | Multi-purpose Track Carts                   | Multi-purpose Track Carts                                                               | EA | \$3,728.21  |
| 333                                                         | Black Rollout Runway (Rubber Matting)       | Black Rollout Runway (Rubber Matting)                                                   | SF | \$3.00      |
| 334                                                         | Steeplechase Water Jump Pit Forming System  | Steeplechase Water Jump Pit Forming System                                              | EA | \$18,186.40 |

|     |                                                                    |                                                                    |    |             |
|-----|--------------------------------------------------------------------|--------------------------------------------------------------------|----|-------------|
| 335 | Steeplechase Water Jump Pit System Cover Set                       | Steeplechase Water Jump Pit System Cover Set                       | EA | \$13,185.14 |
| 336 | 12'L Steeplechase Water Jump Pit Hurdle with Aluminum Barrier Seal | 12'L Steeplechase Water Jump Pit Hurdle with Aluminum Barrier Seal | EA | \$7,274.56  |
| 337 | Adjustable Painted Steeplechase Hurdles - Set of 4                 | Adjustable Painted Steeplechase Hurdles - Set of 4                 | EA | \$22,733.00 |

Textfile Updated: May 2023

**EXHIBIT B**  
**CMAS CONTRACTS**

*[see attached]*

State of California

# MULTIPLE AWARD SCHEDULE

## Beynon Sports Surfaces, Inc.

|                                   |                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CMAS NUMBER:                      | <b>4-12-78-0063A</b>                                                                                                                                                                                                                                                                                                                                                                         |
| SUPPLEMENT NUMBER:                | 5                                                                                                                                                                                                                                                                                                                                                                                            |
| CMAS TERM DATES:                  | 11/09/2016 through 08/06/2026                                                                                                                                                                                                                                                                                                                                                                |
| CMAS CATEGORY:                    | Non Information Technology Commodities                                                                                                                                                                                                                                                                                                                                                       |
| APPLICABLE<br>TERMS & CONDITIONS: | <a href="#">December 1, 2017</a><br>( <a href="http://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3">www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3</a> ) |
| MAXIMUM ORDER LIMIT:              | State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b><br>Local Government Agencies: <b>Unlimited</b>                                                                                                                                                                                                                                                                    |
| FOR USE BY:                       | State & Local Government Agencies                                                                                                                                                                                                                                                                                                                                                            |
| BASE SCHEDULE #:                  | <a href="#">GS-07F-9631S</a>                                                                                                                                                                                                                                                                                                                                                                 |
| BASE SCHEDULE HOLDER:             | FieldTurf USA, Inc.                                                                                                                                                                                                                                                                                                                                                                          |

This CMAS provides for the purchase, warranty, removal, disposal, installation, maintenance and repair of synthetic turf, athletic track surfaces, tennis courts, sport flooring, and playground surfaces. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 08/06/2026. In addition, this supplement replaces in its entirety the existing California Multiple Award Schedule (CMAS). The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Please review these provisions carefully because they have changed.

*Original Signature on File*Effective Date: **05/24/2021****KATELYNNE LEISENRING, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**BEYNON SPORTS SURFACES, INC.**  
**CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing)). This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

**CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Beynon  
Floor Cov-Sport Flooring  
Sport Surface-Synthetic Track

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Order-Level Materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be either mailed or emailed to the following:

**Beynon Sports Surfaces, Inc.  
4668 N. Sonora Avenue, Suite 101  
Fresno, CA 93722  
Attn: Karol Fair**

**E-mail:     **[kfair@beynonsports.com](mailto:kfair@beynonsports.com)****

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact:   Karol Fair  
Phone:     (559) 647-4289  
E-mail:     **[kfair@beynonsports.com](mailto:kfair@beynonsports.com)****

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of [Top 500 Delinquent Taxpayers](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html) is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
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The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at [www.cdtfa.ca.gov/taxes-and-fees/top500.htm](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm).

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 102206625. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

**PRICE DISCOUNTS**

This CMAS contains prompt payment discounts when full payment is received within 10 days or less of installation completion. See the base schedule for the specific percent of discount.

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

**DELIVERY**

60 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

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**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).

**HOW TO USE CMAS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.



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**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this CMAS.

**ORDERING PROCEDURES**

**1. Purchase Orders**

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

**1. State Departments:**

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website ([www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx)), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

**2. Local Governmental Departments:**

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

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**2. Service and Delivery after CMAS Expiration**

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word “CMAS” in the space usually reserved for the contract number. On Standard 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS agreements. A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

**4. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

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Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: [www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book).

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

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2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
    - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

Upon delivery or completion of ordered goods or services, for which the Contractor committed to DVBE subcontractor participation, state departments shall require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor shall provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after thirty (30) calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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**Option 2 – No Withhold Language**

During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

**PRODUCT INSTALLATION**

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

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**STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the Department of General Services (DGS), Real Estate Services Division (RESO) website ([www.dgs.ca.gov/RESO](http://www.dgs.ca.gov/RESO)) if you have questions about these types of transactions.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

**NOTE:** In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research).

**Bonds:** For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 883198. This is a Class C15, A, C-61, D12 license that is valid through 08/31/2022.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

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CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

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2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.



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**SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**PAYMENTS AND INVOICES**

This CMAS contains prompt payment discounts when full payment is received within 10 days or less of installation completion. See the base schedule for the specific percent of discount.

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

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**2. Payee Data Record (Standard 204)**

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book ([www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book)).

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

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State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

The CMAS contractor does not accept the State of California credit card (CAL-Card).

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**8. Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS Smart and/or Lease Smart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS Smart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

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CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

**9. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

**CONTRACTOR QUARTERLY REPORT PROCESS**

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit.

This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and then select "File a CMAS Quarterly Report".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

Important things to remember regarding CMAS Quarterly Business Activity Reports:

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

|           |                          |                |
|-----------|--------------------------|----------------|
| Quarter 1 | January 1 to March 31    | Due April 15   |
| Quarter 2 | April 1 to June 30       | Due July 15    |
| Quarter 3 | July 1 to September 30   | Due October 15 |
| Quarter 4 | October 1 to December 31 | Due January 15 |

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

CMAS contractors cannot charge local government agencies an additional charge on a separate line item to cover the incentive fee. The CMAS contractor must include the incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base schedule prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit **along with the applicable Quarterly Report**. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

A copy of a CMAS and supplements, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605-2811

Phone #      (916) 375-4365



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
BEYNON SPORTS SURFACES, INC.  
CMAS NO. 4-12-78-0063A, SUPPLEMENT NO. 5**

**ATTACHMENT A**

**ADA NOTICE**

**Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**Important: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due-date for procurement documents.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784

The liability of the surety under this bond shall not extend beyond one year from the final completion and acceptance of the work by the owner/obligee and in no way shall the surety be liable under any extended warranty provided by Beynon Sports Surfaces, Inc. or the named Principal on this bond.

## **PERFORMANCE BOND**

Bond Number: K42074111

**KNOW ALL MEN BY THESE PRESENTS** that we, Beynon Sports Surfaces, Inc., as Principal, and Federal Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of ~~Five Hundred Thirty-Four Thousand Two Hundred Forty-One~~ Dollars (\$ 534,241.00 ) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 26, 2025, for construction of

**the** McClymonds High School Running Track Renovation

**(the "Contract").**

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

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 26th day of June, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)



(Affix Corporate Seal)

(Individual Principal)

(Business Address)

*Karol Fair*

Beynon Sports Surfaces, Inc.

(Corporate Principal)

4668 N Sonora Ave., Ste. 101  
Fresno, CA 93722

(Business Address)

(Affix Corporate Seal)



Federal Insurance Company

(Corporate Surety)

202B Hall's Mill Rd.  
Whitehouse Station, NJ 08889

(Business Address)

By:

*Jeffrey M. Wilson*

Jeffrey M. Wilson, Attorney-in-Fact  
CA License #0F41393

The rate of premium on this bond is N/A per thousand.

The total amount of premium charged is N/A.

The above must be filled in by Corporate Surety.

# CHUBB

## Power of Attorney

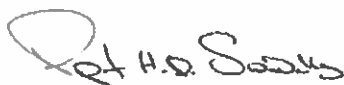
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freil, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7<sup>th</sup> day of May, 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 7<sup>th</sup> day of May, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

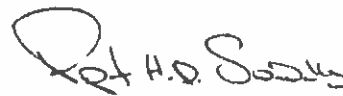
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 26, 2025**





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3650

e-mail: surety@chubb.com

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Alabama

County of Shelby

On June 26, 2025 before me, Meagan Calvert Carter, Notary Public

personally appeared Jeffrey M. Wilson, Attorney-in-Fact

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

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

Witness my hand and official seal.

Signature Meagan Calvert Carter

My commission expires: August 04, 2028

OPTIONAL

Place Notary Public Seal Above



Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

The liability of the surety under this bond shall not extend beyond one year from the final completion and acceptance of the work by the owner/obligee and in no way shall the surety be liable under any extended warranty provided by Beynon Sports Surfaces, Inc. or the named Principal on this bond.

**PAYMENT BOND**  
**(Labor and Material)**

Bond Number: K42074111

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Beynon Sports Surfaces, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**the Track Renovation Contract, at McClymonds High School, which consists of McClymonds High School Running Track Renovation**

which said agreement dated June 26, 2025, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned Federal Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Five Hundred Thirty-Four Thousand Two Hundred Forty-One Dollars Dollars (\$ 534,241.00 ) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 26th day of June, 2025.

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

Beynon Sports Surfaces, Inc.  
Principal

Karol Fair

Federal Insurance Company  
Surety

By: Jeffrey M. Wilson  
Attorney-in-Fact

Jeffrey M. Wilson, Attorney-in-Fact  
CA License #0F41393

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.

# CHUBB

## Power of Attorney

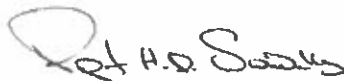
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

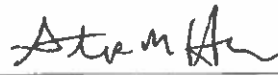
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freely, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7<sup>th</sup> day of May, 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 7<sup>th</sup> day of May, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

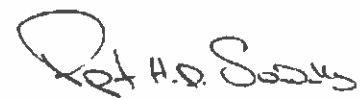
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 26, 2025**



  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Alabama

County of Shelby

On June 26, 2025 before me, Meagan Calvert Carter, Notary Public

personally appeared Jeffrey M. Wilson, Attorney-in-Fact

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]

My commission expires: August 04, 2028

OPTIONAL

Place Notary Public Seal Above



Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

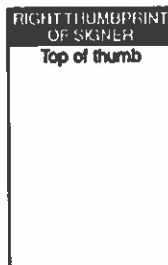
## Description of Attached Document

Title or Type of Document \_\_\_\_\_

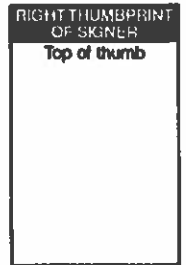
Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
  - ☐ Corporate Officer – Title(s): \_\_\_\_\_
  - ☐ Partner - ☐ Limited ☐ General
  - ☐ Guardian or Conservator
  - ☐ Attorney-in-Fact
  - ☐ Trustee
  - ☐ Other: \_\_\_\_\_
- Signer is representing \_\_\_\_\_



- ☐ Individual
  - ☐ Corporate Officer – Title(s): \_\_\_\_\_
  - ☐ Partner - ☐ Limited ☐ General
  - ☐ Guardian or Conservator
  - ☐ Attorney-in-Fact
  - ☐ Trustee
  - ☐ Other: \_\_\_\_\_
- Signer is representing \_\_\_\_\_





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2025

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

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

| <b>PRODUCER</b><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> Willis Towers Watson Certificate Center<br><b>PHONE (A/C No. Ext):</b> 1-877-945-7378<br><b>FAX (A/C No):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com                                                                                                                                                                                                                                                                                           |                               |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|--------------------------|-------|------------|--------------------------------------------|-------|------------|---------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Beynon Sports Surfaces, Inc.<br>19600 SW 129th Ave, Suite A<br>Tualatin, OR 97062                              | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Standard Fire Insurance Company</td><td>19070</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | XL Insurance America Inc | 24554 | INSURER B: | Travelers Property Casualty Company of Ame | 25674 | INSURER C: | Standard Fire Insurance Company | 19070 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NAIC #                        |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                                                       | XL Insurance America Inc                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 24554                         |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                                       | Travelers Property Casualty Company of Ame                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 25674                         |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                                       | Standard Fire Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 19070                         |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                          |       |            |                                            |       |            |                                 |       |            |  |  |            |  |  |            |  |  |

## COVERAGES

CERTIFICATE NUMBER: W39246731

REVISION NUMBER:

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

| INSR LTR                                                                        | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL SUBR INSD WVD                            | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------|--------------------|------------------------------|----------------------------|--------------------------------|-----------------------------|-------------------|--------------|------------------------|--------------|--|----|
| A                                                                               | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                             | US00010327LI25A         | 05/01/2025              | 05/01/2026              | <table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                       | \$ 1,000,000                                                                    | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000         | MED EXP (Any one person)     | \$ 10,000                  | PERSONAL & ADV INJURY          | \$ 1,000,000                | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                                                                 | \$ 1,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 500,000                                                                                                                                                                                                                                                                                                      |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| MED EXP (Any one person)                                                        | \$ 10,000                                                                                                                                                                                                                                                                                                       |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| PERSONAL & ADV INJURY                                                           | \$ 1,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| GENERAL AGGREGATE                                                               | \$ 2,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| PRODUCTS - COMP/OP AGG                                                          | \$ 2,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| B                                                                               | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                       | Y                                             | TC2JCAP-823K312A-TIL-25 | 05/01/2025              | 05/01/2026              | <table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                 | COMBINED SINGLE LIMIT (Ea accident)                                                                                                                                                                                                                                                                                   | \$ 5,000,000                                                                    | BODILY INJURY (Per person)                | \$                 | BODILY INJURY (Per accident) | \$                         | PROPERTY DAMAGE (Per accident) | \$                          |                   | \$           |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                             | \$ 5,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| BODILY INJURY (Per person)                                                      | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| BODILY INJURY (Per accident)                                                    | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)                                                  | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                          |                                               |                         |                         |                         | <table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                                                    | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                       | \$                                                                              | AGGREGATE                                 | \$                 |                              | \$                         |                                |                             |                   |              |                        |              |  |    |
| EACH OCCURRENCE                                                                 | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| AGGREGATE                                                                       | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                              |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| B                                                                               | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N<br><input checked="" type="checkbox"/> No | N/A Y                   | UB-8P793534-25-51-K     | 05/01/2025              | 05/01/2026                                                                                                                                                                                                                                                                                                                                                                                                                        | <table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table> | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                           | E.L. EACH ACCIDENT | \$ 1,000,000                 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000                   | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000      |              |                        |              |  |    |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                                                                                                                                                                                                                                                                                                 |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. EACH ACCIDENT                                                              | \$ 1,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                      | \$ 1,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT                                                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                    |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| C                                                                               | Workers Compensation & Employer's Liability<br>Per Statute                                                                                                                                                                                                                                                      | Y                                             | UB-8P760619-25-51-R     | 05/01/2025              | 05/01/2026              | <table><tr><td>E.L. Each Accident</td><td>\$1,000,000</td></tr><tr><td>E.L. Disease-Pol Lmt</td><td>\$1,000,000</td></tr><tr><td>E.L. Disease-Each Emp</td><td>\$1,000,000</td></tr></table>                                                                                                                                                                                                                                      | E.L. Each Accident                                                                                                                                                                                                                                                                                                    | \$1,000,000                                                                     | E.L. Disease-Pol Lmt                      | \$1,000,000        | E.L. Disease-Each Emp        | \$1,000,000                |                                |                             |                   |              |                        |              |  |    |
| E.L. Each Accident                                                              | \$1,000,000                                                                                                                                                                                                                                                                                                     |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. Disease-Pol Lmt                                                            | \$1,000,000                                                                                                                                                                                                                                                                                                     |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. Disease-Each Emp                                                           | \$1,000,000                                                                                                                                                                                                                                                                                                     |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |

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

This Voids and Replaces Previously Issued Certificate Dated 06/02/2025 WITH ID: W39241680.

Re: Project Name and Description - High School Running Track Renovation.

WC Policies:

Policy # UB-8P793534-25-51-K - covers all other states.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                         |                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Oakland Unified School District<br>955 High Street<br>Oakland, CA 94601 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Patricia A. Jones</i></p> |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 27856824

BATCH: 3985936



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                                |  |                                                                                                    |  |
|------------------------------------------------|--|----------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis Towers Watson Northeast, Inc. |  | NAMED INSURED<br>Beynon Sports Surfaces, Inc.<br>19600 SW 129th Ave, Suite A<br>Tualatin, OR 97062 |  |
| POLICY NUMBER<br>See Page 1                    |  | NAIC CODE<br>See Page 1                                                                            |  |
| CARRIER<br>See Page 1                          |  | EFFECTIVE DATE: See Page 1                                                                         |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy # UB-8P760619-25-51-R - covers AZ, MA, WI only.

McClymonds High School  
 2607 Myrtle St., Oakland, CA 94607-3415

Oakland Unified School District is included as Additional Insured on the General Liability and Automobile Liability policy, as respects to ongoing and completed operations performed on the project specified in the construction contract for the period of time required within the contract.

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by the Additional Insured, where required by written contract executed prior to loss and permitted by law.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation coverage where required by written contract subject to policy terms and conditions and as permitted by law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                                                                                                                                                                                                | Location(s) Of Covered Operations       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.</b> | <b>As required per written contract</b> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                                                                                                                    |                                         |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                                                                                                                                                                                    | Location And Description Of Completed Operations |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement. | As required per written contract                 |
|                                                                                                                                                                                                                                                               |                                                  |
|                                                                                                                                                                                                                                                               |                                                  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                                                                                                        |                                                  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



## **ENDORSEMENT #**

This endorsement, effective 12:01 a.m., May 01, 2025 forms a part of Policy No. US00010327LI25A issued to Tarkett Finance Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any 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.

All other terms and conditions of this policy remain unchanged.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

|              |                                                  |      |     |
|--------------|--------------------------------------------------|------|-----|
| Project Name | McClymonds High School Field Replacement Project | Site | 303 |
|--------------|--------------------------------------------------|------|-----|

### 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<br><input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Contractor Information

|                    |                                                                                                         |                  |                                                                                                 |       |    |     |       |
|--------------------|---------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------|-------|----|-----|-------|
| Contractor Name    | Benyon Sports Surfaces, Inc.                                                                            | Agency's Contact | David Cloud                                                                                     |       |    |     |       |
| OUSD Vendor ID #   | Pending                                                                                                 | Title            | Project Manager                                                                                 |       |    |     |       |
| Street Address     | 4668 N. Sonora Ave., Suite 101                                                                          | City             | Fresno                                                                                          | State | CA | Zip | 93722 |
| Telephone          | 408-694-7055                                                                                            | 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 #     | 25009                                                                                                   |                  |                                                                                                 |       |    |     |       |

### Term of Original/Amended Contract

|                                                         |            |                                                                                                                          |            |
|---------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------|------------|
| Date Work Will Begin (i.e., effective date of contract) | 06-26-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 11-12-2025 |
|                                                         |            | New Date of Contract End (If Any)                                                                                        |            |

### Compensation/Revised Compensation

|                                                  |    |                                                       |              |
|--------------------------------------------------|----|-------------------------------------------------------|--------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$534,241.00 |
| 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       |
|------------|----------------------------|----------------------------------------------------|-------------|--------------|
| 9657/9000  | Building Fund 21 Measure Y | 210-9657-0-9000-8500-6274-303-9180-9906-9999-25009 | 6274        | \$534,241.00 |

### Approval and Routing (in order of approval steps)

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

|    |                                                                           |               |              |     |              |
|----|---------------------------------------------------------------------------|---------------|--------------|-----|--------------|
| 1. | Division Head                                                             | Phone         | 510-535-7038 | Fax | 510-535-7082 |
|    | Executive Director of Facilities                                          |               |              |     |              |
|    | Signature                                                                 | Date Approved |              |     |              |
| 2. | Counsel, Department of Facilities Planning and Management                 |               |              |     |              |
|    | Signature <i>James Traber</i>                                             | Date Approved | 06/02/2025   |     |              |
| 3. | Chief Systems & Services Officer                                          |               |              |     |              |
|    | Signature <i>Preston Thomas</i><br>Preston Thomas (Jun 2, 2025 17:32 PDT) | Date Approved | 06/02/2025   |     |              |
| 4. | Chief Financial Officer                                                   |               |              |     |              |
|    | Signature                                                                 | Date Approved |              |     |              |
| 5. | President, Board of Education                                             |               |              |     |              |
|    | Signature                                                                 | Date Approved |              |     |              |