

Board Office Use: Legislative File Info.	
File ID Number	23-1551
Introduction Date	9-13-2023
Enactment Number	23-1527
Enactment Date	9/13/2023 CJH



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo

**To** Board of Education

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

**Board Meeting Date** September 13, 2023

**Subject** Declaring the Futility of Public Bidding and Awarding A Contract [Purchase Agreement] – FloWater – Various Sites District-Wide Project – Department of Buildings and Grounds

**Action Requested** Approval by the Board of Education of Resolution Number 2324-0005 Declaring the Futility of Public Bidding for the purchase of refill stations for the FloWater Systems Project at Various Sites District-Wide and Approving a Contract [Exhibit A – Purchase Agreement] for That Equipment [by and between the District and FloWater, Denver, CO, for the latter to sell, deliver and install flowater systems which consists of 85 refill stations, for the FloWater Systems at Various Sites District-Wide Project, in an amount not to exceed \$637,245.00, with delivery not later than December 31, 2023].

**Discussion** Vendor was selected directly based on specially trained services, so bidding would not be advantageous. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of Resolution Number 2324-0005 Declaring the Futility of Public Bidding for the purchase of refill stations for the FloWater Systems Project at Various Sites District-Wide and Approving a Contract [Exhibit A – Purchase Agreement] for That Equipment [by and between the District and FloWater, Denver, CO, for the latter to sell, deliver and install flowater systems which consists of 85 refill stations, for the FloWater Systems at Various Sites District-Wide Project, in an amount not to exceed \$637,245.00, with delivery not later than December 31, 2023].

**Fiscal Impact** Fund 01, ESSER III

**Attachments**

- Contract Justification Form
- Resolution No. 2324-0005
- Purchase Contract Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every**  
**Agenda Contract.**

**Legislative File ID No.**    23-1551

**Department:**                Facilities Planning and Management

**Vendor Name:**              Flowater Systems

**Project Name:**              Various Sites District-Wide

**Project No.:**                70027

**Contract Term: Intended Start:**    September 14, 2023

**Intended End:**                December 31, 2023

**Total Cost Over Contract Term:**    \$637,245.00

**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?**

Flowater was chosen directly based on the services that they are currently providing which is flowater systems 85 refill stations for the District.

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

Flowater will provide and install flowater systems which consists of purchasing 85 refill stations at various sites needed due to capacity for the Flowater Systems at Various Sites District-Wide 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?

Flowater was selected because they are currently proving flowater systems and refill stations for the District. The District found that the Consultant's product is suitable, efficient, and at a reasonable cost.

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:

- See futility of bidding resolution attached.

**RESOLUTION NO. 2324-0005**

**GOVERNING BOARD OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
DECLARING THE FUTILITY OF PUBLIC BIDDING FOR  
THE PURCHASE OF FLOWATER SYSTEMS AND  
APPROVING A CONTRACT FOR THAT PURCHASE**

**WHEREAS**, the Oakland Unified School District (“District”) would like to award a contract to FloWater (“Vendor”) for the procurement of 85 Flowater refill stations for various sites district-wide (“Products”);

**WHEREAS**, Vendor has provided a quote for the Work and is able to procure the Products for Six hundred thirty-seven thousand two hundred forty-five Dollars No/100 (\$637,245.00);

**WHEREAS**, the District’s staff believe that the Vendor’s quoted price to procure the Products is reasonable;

**WHEREAS**, the Products must be provided by the Vendor to ensure continuity of quality and appearance to match existing 85 refill stations at various sites district-wide, and to maximize efficiency of maintenance of refill stations because the refill stations are only available from one source;

**WHEREAS**, if the District were to bid the procurement, the prices of those bids would not be as reasonable as the price of Vendor’s quote for the Products because only a handful of strategic resellers are authorized to sell such products to private and public K-12 education institutions.

**WHEREAS**, California law provides that “Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

**WHEREAS**, competitively bidding the procurement would not affect the final result to the District except to delay completion of the project and further increase the cost of the project, and it would not produce an advantage to the District;

**NOW, THEREFORE**, the Governing Board of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the procurement would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.
3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the procurement.
4. Accordingly, the District’s Governing Board hereby awards a contract to Vendor to procure the Products, which contract is attached hereto as Exhibit “A,” without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the Governing Board of the Oakland Unified School District at a Regularly scheduled meeting on the 13th day of September 2023, by the following vote:

**AYES:** Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President Clifford Thomopson, President Mike Hutchinson

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Student Director Anevay Cruz, Student Director Vida Mendoza, District 5 - Vacancy



9/14/2023

Mike Hutchinson, President, Governing Board of the Oakland Unified School District of Alameda County, State of California



9/14/2023

Kyla Johnson Trammell, Superintendent and Secretary, Governing Board of the Oakland Unified School District of Alameda County, State of California

Exhibit A

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**PURCHASE AGREEMENT**

This Agreement is made this **14th day of September 2023**, by and between **Oakland Unified School District**, “District,” and **FloWater**, “Vendor,” with respect to the following recitals:

- A. District is a public school district organized and existing under the laws of the State of California.
- B. Vendor was selected as the supplier for the purchase and delivery of the items of equipment, materials, and supplies detailed in the proposal provided by Vendor, dated May 23, 2023, attached hereto as **Exhibit A** (“Items”).

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

- 1. **Delivery and Installation of Items.** Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following addresses: As directed by the District. Vendor shall be fully licensed for all installation services provided, and the installation shall comply with all State and Federal laws, regulations, and codes.
- 2. **Time of Commencement and Completion.** Vendor shall satisfactorily deliver and install the Items in full to the District no later than **December 31, 2023** (“Delivery Deadline”). Time is of the essence in this Contract.
- 3. **Contract Price.** District agrees to pay Vendor the price of **SIX HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS NO/100 (\$637,245.00)** within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery and installation of the Items.
- 4. **[Not Used]**
- 5. **Conformance to Contract Documents.** Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.
- 6. **Contractor Responsibility.** Vendor shall perform all deliveries to the District facilities in a safe and professional manner. Vendor’s equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed contract. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor’s equipment shall be compatible with the District’s facilities.
- 7. **Indemnity.** Vendor shall defend, indemnify, and hold harmless District and its agents,



representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, or Vendor’s employees, agents, or volunteers (collectively, the “Vendor Parties”), in the performance of or failure to perform Vendor’s obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

8. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

9. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

10. [Not Used]

11. Insurance. Without in any way limiting Vendor’s liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, et seq., if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor’s insurance policies shall be attached to this Agreement as proof of insurance.

12. Independent Contractor Status. Vendor 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. Vendor is free from the control and direction of District in connection with the manner in which

it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor 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. Taxes. All payments made by District to Vendor 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 Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor 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 Vendor and the Vendor Parties and otherwise in connection with this Agreement.

14. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

15. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A.  Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B.  The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

16. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

17. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. 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.

19. 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 Vendor of the changes by telephone call followed up with a written notice.

20. 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.

21. 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.

22. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor 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.

23. 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. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the

performance of duties under this Agreement and that failure to do so shall constitute material breach.

24. 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.

25. 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.

26. 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.

27. Time. Time is of the essence to this Agreement.

28. 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.

29. Entire Agreement. This Agreement is 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.

30. 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.

31. 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.

32. 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.

33. Forms. The following documents are incorporated into the Contract as the "Contract Documents"(see Exhibit A):

- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.

- Drug-Free Workplace Certification.
- May 23, 2023, Proposal.

34. 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.

35. 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.


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

OAKLAND UNIFIED SCHOOL DISTRICT

By   
 Preston Thomas, Chief  
 Systems & Services Officer, Facilities

8/14/23  
 /Date  
 9/14/2023  
 Date

  
 Mike Hutchinson, President,  
 Board of Education

 9/14/2023  
 Kyla Johnson-Trammell, Date  
 Superintendent & Secretary, Board of Education

FLOWATER

Vendo  
 By  08/15/2023  
 [TITLE] Date  
 Kristin Holthus, VP of Finance

APPROVED AS TO FORM:

  
 OUSD Facilities Legal Counsel

08/18/2023  
 Date

## EXHIBIT A

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**

*[attach form]*

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**

(Education Code Section 45125.1)

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

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

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considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: 8/15/23

Name: Chris Liccardi

Signature: 

Title: Chief Operating Officer

## ATTACHMENT A

### Violent and Serious Felonies

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

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

- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder;

(18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

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

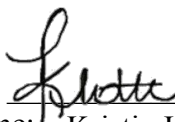
Entity Name: Flowater Inc  
Date of Entity's Contract with District: 9/14/2023  
Scope of Entity's Contract with District: Ongoing

I, Kristin Holthus [insert name], am the VP of Finance [insert "owner" or officer title] for Flowater Inc [insert name of business entity] ("Entity"), which entered a contract on September 14, 2023, with the District for OUSD.

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

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

Date: 8/16, 2023

Signature:   
Typed Name: Kristin Holthus  
Title: VP of Finance  
Entity: Flowater Inc

**WORKERS' COMPENSATION CERTIFICATE**

*[attach form]*

**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

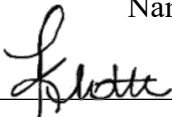
Labor Code Section 3700, in relevant part, provides:

"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 in 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. Said certificate 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, ... "

I am aware of the provisions of the 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Flowater Inc  
\_\_\_\_\_  
Name of Contractor

  
\_\_\_\_\_  
Signature

Kristin Holthus  
\_\_\_\_\_  
Print Name

08/16/2023  
\_\_\_\_\_  
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**DRUG-FREE WORKPLACE CERTIFICATION**

*[attach form*



**DRUG-FREE WORKPLACE CERTIFICATION**  
**DOCUMENT 00 42 00**

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

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

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

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


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

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

Flowater Inc  
\_\_\_\_\_  
Name of Contractor

Kristin Holthus  
\_\_\_\_\_  
Print Name

8/16/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

Signature

# FloWater

4045 North Pecos St.  
Denver, CO 80211

Object # 6410

## PROPOSAL

**DATE:** May 23, 2023  
**CUSTOMER:** OUSD  
**FROM:** Ed Sherman, FloWater Account Executive

PRODUCT	PURCHASE COST	QTY	TOTAL
Refill Station	\$6500.00	85	\$552,500.00
Delivery/Install	\$300.00	85	\$25,500.00
Subtotal			\$578,000.00
Tax (Oakland)	10.25%		\$59,245.00
Total			\$637,245.00

Signature

Ed Sherman/AE  
Print Name/Title

ORDER FORM



877.772.7775  
drinkflowater.com  
4045 Pecos St., #160  
Denver, CO 80211

Customer legal name  
Customer DBA name (if any) **OUSD (Oakland Unified School District)**  
FloWater Account Executive **Ed Sherman**

Rental fee and agreement term or purchase price, Customer Delivery fee per Refill Station (RS), Customer Installation fee per Refill Station (RS) and filters will be in accordance with Customer's Master Agreement.

Reorder Information

Address: **1000 Broadway, Ste. 450**

Billing Start Date: **upon installation**

Panel Color: **blue**

City/State/Zip: **Oakland, CA 94607**

Panel Price (per RS): **na**

Number of Refill Stations (RS): **85**

Touchless Foot Pedal Price (per RS): **na**

Agreement Type (purchase/rental): **purchase**

Hot Water Price (per RS): **na**

If rental: term length: **na**

Install Fee (per RS): **\$200**

If rental: monthly price per RS: **na**

Total monthly rental rate: **na**

Delivery Fee (per RS): **\$100**

If purchase: price per RS: **\$6500**

Total purchase price: **\$552,500**

Total one-time fees: **\$25,500**

Special Provisions

**85 Flowater Refill stations - upgrade replacement**

**Special discounted Delivery + Installation fee @ \$300 per Refill Station**

**Total delivery + installation cost = \$25,500**

This Customer Additional Order Form is subject to the terms of the original Customer Order Form between the entity or individual listed above ("Customer") and FloWater, Inc. ("FloWater"), including the FloWater General Terms and Conditions attached (the "Agreement"). This Agreement is entered into with respect to each reorder as of the applicable date listed on this Order Form. By signing above, (i) Customer hereby accepts and agrees to be bound by the terms of the Agreement, and (ii) the individual signing this Customer Additional Order Form hereby represents and warrants that he or she has the authority to do so on behalf of Customer.

Customer

FloWater, Inc.

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

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

Print name: **Angelica Ochoa**

Print name: **Ed Sherman**

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

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

**Account Executive**

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

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

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

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

*65,000 x #85 = \$552,500*

*Grand total \$ 637,245*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2023

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

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

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team	
	<b>PHONE (A/C. No. Ext):</b> 303-534-4567	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Valley Forge Insurance Company		20508
<b>INSURER B:</b> The Continental Insurance Company		35289
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** SF0000061305  
 FloWater, Inc.  
 4045 North Pecos St., Suite 180  
 Denver, CO 80211

**COVERAGES**

CERTIFICATE NUMBER: 977091190

REVISION NUMBER:

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

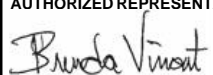
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6080239055	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6080239072	1/24/2023	1/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6080239105	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Automobile Physical Damage			6080239072	1/24/2023	1/24/2024	Deductible: Comprehensive \$1,000 Collision \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Third Party Action Over is not excluded from General Liability coverage.

Re: Project #17129, Elementary School Play Matting Replacement.

Oakland Unified School District is included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District 955 High Street Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DA9

DATE (MM/DD/YYYY)  
06/19/2023

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

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

**PRODUCER**  
AON RISK SERVICES SOUTH INC  
3550 LENOX ROAD NORTHEAST  
SUITE 1700  
ATLANTA GA 30326

**CONTACT NAME:** Aon Risk Services, Inc of Florida

**PHONE (A/C, No, Ext):** 833-506-1544

**FAX (A/C, No):**

**EMAIL ADDRESS:** work.comp@trinet.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** ACE American Insurance Company

22667

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
TriNet Group, Inc. L/C/F Flo Water Incorporated  
1 Park Place, Suite 600  
Dublin, CA 94568-7983

## COVERAGES

**CERTIFICATE NUMBER:** 15706759

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	WLR_C53102451	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	

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

Workers Compensation coverage is limited to worksite employees of Flo Water Incorporated through a co-employment agreement with TriNet HR III-A, Inc..  
 Waiver of subrogation in favor of Oakland Unified School District as required by written contract.  
 Project: #17129, Elementary School Play Matting Replacement

## CERTIFICATE HOLDER

Oakland Unified School District  
955 High Street  
Oakland, CA 94607

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc*

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**Workers' Compensation and Employers' Liability Policy**

Named Insured TriNet Group, Inc. L/C/F Flo Water Incorporated 1 Park Place, Suite 600 Dublin, CA 94568-7983	Endorsement Number
	Policy Number Symbol: WLR                      Number: C53102451
Policy Period 07/01/2023 <b>TO</b> 07/01/2024	Effective Date of Endorsement 07/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1.  Specific Waiver

    Name of person or organization:

    Oakland Unified School District  
    955 High Street  
    Oakland, CA 94607

Blanket Waiver

2. Operations: Project: #17129, Elementary School Play Matting Replacement

3. Premium: Included

4. Minimum Premium: Included



\_\_\_\_\_  
Authorized Representative



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	FloWater Systems at Various Sites District-Wide Project	<b>Site</b>	988
---------------------	---	-------------	-----

### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

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

### Contractor Information

Contractor Name	FloWater	Agency's Contact	Edward Sherman				
OUSD Vendor ID #	005125	Title	President				
Street Address	4045 North Pecos Street	City	Denver	State	CO	Zip	80211
Telephone	415-370-1569	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70027						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-14-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$637,245.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
3213/0000	Fund 01 ESSER III	010-3213-0-0000-8110-6410-988-9130-0066-9999-99999	6410	\$637,245.00

### 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.

	<b>Division Head</b>	Phone	510-535-7038	Fax	510-535-7082
1.	<b>Director, Department of Buildings and Grounds</b>				
	Signature	Date Approved	8-14-23		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature  Lozano Smith, Approved as to form	Date Approved	8/18/23		
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	Signature	Date Approved	8/18/23		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature <b>Mike Hutchinson</b>	Date Approved	9/14/2023		