

| Board Office Use: Legislative File Info. | |
|--|----------|
| File ID Number | 24-0927 |
| Introduction Date | 5-8-2024 |
| Enactment Number | |
| Enactment Date | |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 8, 2024

Subject Purchase Order Contract Agreement – Sof Surfaces, Inc. – Piedmont Elementary School Site Improvements Project – Division of Facilities Planning and Management

Acton Requested Approval by the Board of Education of a Purchase Order Contract Agreement by and between the **District** and **Sof Surfaces, Inc.**, Palatine, IL, for the latter to sell and deliver of rubber tile to cover asphalt and facilitate the build of the new play structure for the **Piedmont Elementary School Site Improvements Project**, in the total amount of **\$60,000.00**, as the selected consultant, with delivery on **May 9, 2024**, pursuant to the Purchase Order.

Discussion Vendor is a sole source, 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 a Purchase Order Contract Agreement by and between the District and Sof Surfaces, Inc., Palatine, IL, for the latter to sell and deliver of rubber tile to cover asphalt and facilitate the build of the new play structure for the Piedmont Elementary School Site Improvements Project, in the total amount of \$60,000.00, as the selected consultant, with delivery on May 9, 2024, pursuant to the Purchase Order.

Fiscal Impact Fund 01, S&C Carryover

Attachments

- Contract Justification Form
- Purchase Contract Agreement, including Exhibits
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-0927

Department: Facilities Planning and Management

Vendor Name: Sof Surfaces, Inc.

Project Name: Piedmont Elementary School Site Improvements **Project No.:** 24107

Contract Term: Intended Start: May 9, 2024 Intended End: July 1, 2024

Total Cost Over Contract Term: \$60,000.00

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?

Sof Surfaces, Inc. was selected by the district because they are the Sole Source for the District.

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

Sof Surfaces, Inc. will sell and deliver rubber tile to cover asphalt and facilitate the build of the new play structure for this site-specific 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?

Sof Surfaces, Inc. was selected because they have and are currently proving playmatting rubber tiles for the District as a sole source vendor.

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:

- Sof Surfaces, Inc. is the sole source provider of playmatting tiles for the District.

OAKLAND UNIFIED SCHOOL DISTRICT
PURCHASE AGREEMENT

This Agreement is made this 9th day of May, 2024, by and between **Oakland Unified School District**, “District,” and **Sof Surfaces, Inc.** “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 invoice provided by Vendor, dated February 20, 2024, 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 of Items. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: Piedmont Elementary School Site Improvement, Oakland, California.
- 2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than 9th, May 2024 (“Delivery Deadline”). Time is of the essence in this Contract.
- 3. Contract Price. District agrees to pay Vendor the price of SIXTY THOUSAND DOLLARS NO/100 (\$60,000.00) within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery 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. Vendor shall have adequate office and personnel resources for responding to the District’s needs, including telephone coverage weekdays during hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor’s equipment

Purchase Contract Agreement – Sof Surfaces, Inc. – Piedmont Elementary School Site Improvements Project - \$60,000.00

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 \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 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”:


- Fingerprinting Notice and Acknowledgement.
- Workers’ Compensation Certification.
- February 20, 2024, 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

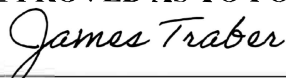


Preston Thomas (Apr 12, 2024 16:38 PDT)
Preston Thomas, Chief Systems
and Services Officer, Facilities
Date
Apr 12, 2024

Benjamin Davis, President
Board of Education
Date

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


APPROVED AS TO FORM:



OUSD Facilities Legal Counsel
Date
4/12/24

Vendor

Sof Surfaces, Inc.



Signature
Director
[TITLE]
Date
4/11/2024

EXHIBIT A

[attach proposal]

Quotation

20-Feb-2024

Quote No.: Q95592-12-TP



Attn: Muhanad Amous
Customer: Oakland Unified School
Address: 955 High Street,
City/State: Oakland, CA 94601
Project: OUSD - Piedmont Avenue Elementary
Phone: 408-613-5703
Fax:
E-mail: Muhanad.amous@ousd.org
Project Contact:
Phone / Fax:

Contact SSI:
 800.263.2363 / Fax 519.882.2697

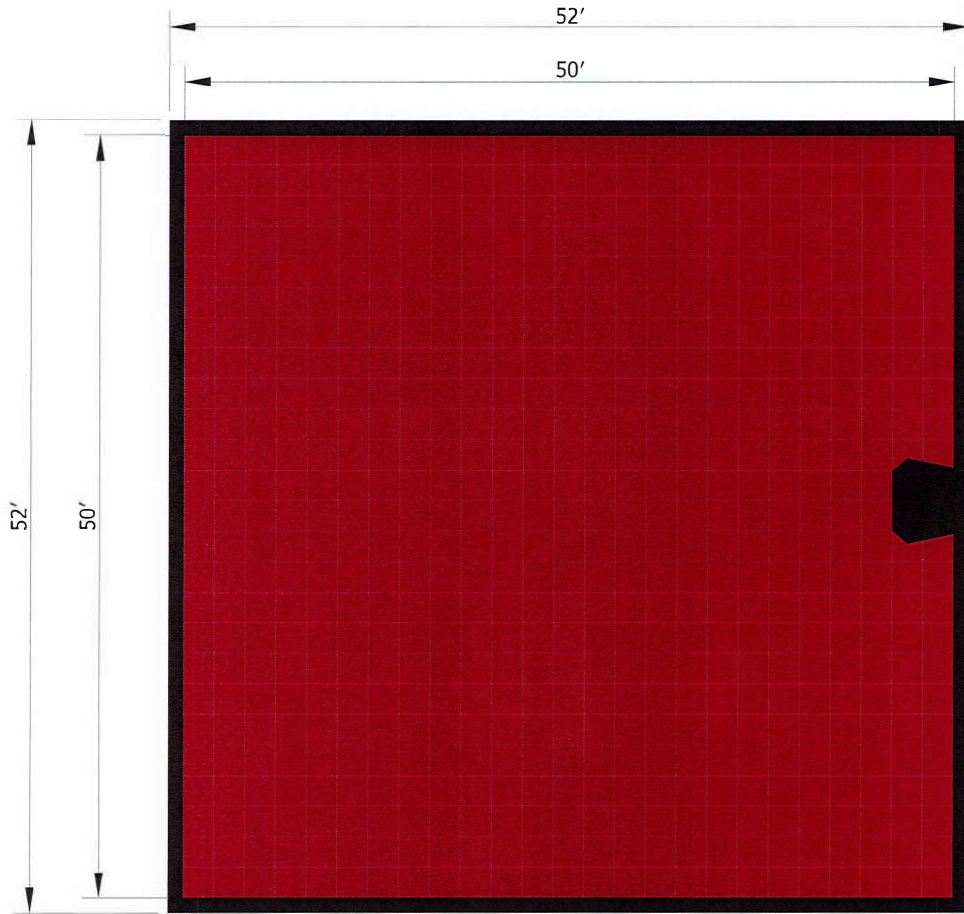
Area No. 1 of 1 - OUSD - Piedmont Avenue Elementary (Piedmont Avenue Elementary)

| | | |
|--|--|--|
| Installation Site: Piedmont Avenue Elementary Address: 4314 Piedmont Avenue City / State: Oakland, CA 94611 | Ship To: Piedmont Avenue Elementary Address: 4314 Piedmont Avenue City / State: Oakland, CA 94611 | Quote Type: DuraSAFE Material Only Sub Base Type: Concrete (cured 10 days) Area (Sq. Ft.): 2704 |
|--|--|--|

| Unit | Qty. | Color | Description | Thickness | Drop Ht. | Weight | List Price | Total Weight | Total List | Unit Cost |
|------|------|----------------|--|-----------|----------|--------|------------|--------------|-------------|-----------|
| Each | 634 | Red Rock | DuraSAFE "Premium" | 4.25" | 8' 0" | 35.31 | \$73.00 | 22386.54 | \$46,282.00 | \$62.05 |
| Each | 49 | Midnight Black | SofRAMP® KL"Plus" | 4.25" | | 40.14 | \$65.56 | 1966.86 | \$3,212.44 | \$65.56 |
| Each | 3 | Midnight Black | SofRAMP® KL"Plus" (ADA side transitions) | 4.25" | | 40.14 | \$0.00 | 120.42 | \$0.00 | \$0.00 |
| Each | 4 | Midnight Black | SofRAMP® KL"Plus" Outside Corner (1PC UNCUT) | 4.25" | | 40.14 | \$65.56 | 160.56 | \$262.24 | \$65.56 |
| Each | 1 | Midnight Black | SofRAMP® KL"Plus" ADA | 4.25" | | 156.46 | \$411.58 | 156.46 | \$411.58 | \$411.58 |
| Each | 152 | | Adhesive - Tile to Tile (tube) (Black) | | | 1.65 | \$11.00 | 250.80 | \$1,672.00 | \$11.00 |
| Each | 2 | | Bostik Greenfusion Adhesive - Tile to Base | | | 56.80 | \$250.00 | 113.60 | \$500.00 | \$250.00 |
| Each | 28 | | Polyurethane Foam Sealant | | | 1.17 | \$16.00 | 32.76 | \$448.00 | \$16.00 |

Tile Layout - Area N° 1 - OUSD - Piedmont Avenue Elementary (Piedmont Avenue Elementary)


Area (Sq. Ft.): 2704



X _____ The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

| | | | |
|--|--|---|----------------|
| Pallets: 12 | Weight: 26208 | Total List Price: | \$52,788.26 |
| Dealer: Marturano Recreation Company - Sea Girt, NJ | | Discount 15.00% | (\$6,942.30) |
| Shipping Options: Need Van, Residential Delivery, Need 48 hr. Notification | | | |
| <p>Please note that appropriate equipment (ie: forklift and/or manpower, pallet jack and chain if necessary), will be required at delivery site.</p> <p>15% Restock fee and shipping for plus tiles. No returns on premium tiles.</p> <p>The drawings within this quote are based on measurements supplied to sofSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not sofSURFACES or its dealer) to provide sofSURFACES with correct measurements and to ensure that all site specifications and site preparations (including without limitation slopes, ramps, and transition components) are compliant with local building codes, and prepared to sofSURFACES' requirements.</p> | | Total (After Third Party Discount): | \$45,845.96 |
| | | Shipping and Handling Charge: | \$5,676.98 |
| | | Sub Total: | \$51,522.94 |
| | | CA: 6.00% | \$2,750.75 |
| | | CALAMEDA: 0.25% | \$114.62 |
| | | DOAKLAND: 4.00% | \$1,833.84 |
| | | Total in USD Funds: | \$56,222.15 |
| | | Cost per sq.ft.: | \$20.79 |
| | | Finance Options Available | |
| | | *Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 | \$4,218.98 USD |
| | | 2 Year Term: Min. Order = \$25,000.00 | \$2,236.66 USD |
| | | 3 Year Term: Min. Order = \$35,000.00 | \$1,593.92 USD |
| | | *Monthly payment based on minimum 15% down deposit. Final Rate subject to OAC. For more information please contact our Finance Controller at 1-800-263-2363 or m.patterson@sofsurfaces.com. | |
| FOR MAILED US PAYMENTS: Sof Surfaces Inc. Dept CH 19173 Palatine, IL 60055-9173 | FOR COURIERED US PAYMENTS: Sof Surfaces Inc. - Lockbox 19173 5505 N Cumberland Avenue, STE 307 Chicago, IL 50656-1471 | FOR CANADIAN PAYMENTS: Sof Surfaces Inc. 4393 Discovery Line Petrolia, ON, N0N 1R0 | |

Undersigned for Oakland Unified School District accepts the terms and conditions which apply to this quotation.




X

SIGNED

Quote valid for 60 days.

Muhanad Amous

DATE



Quote Q95592-12-TP - OUSD - Piedmont Avenue Elementary 2/20/2024 2:48 PM Prepared by: Brad Goss Page: 3 / 3



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

| | | | | | |
|---|--|--|---|--|---------------------|
| 1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS | | | 2. INSURED'S FULL NAME AND MAILING ADDRESS | | |
| Oakland Unified School District | | | SofSURFACES Inc. | | |
| 995 High Street | | | 4393 Discovery Line | | |
| Oakland CA | | | Petrolia ON | | POSTAL CODE NON 1R0 |
| POSTAL CODE 94601 | | | POSTAL CODE NON 1R0 | | |

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Operations: Manufacturing, sales and installation of soft interlocking rubber tiles including poured-in-place rubber surfacing products
 Oakland Unified School District is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

Project: Sequoia Elementary School

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| TYPE OF INSURANCE | INSURANCE COMPANY AND POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | | |
|---|--|------------------------------|---------------------------|---|--------|---------------------|
| | | | | COVERAGE | DED. | AMOUNT OF INSURANCE |
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/> | Liberty Mutual Insurance Company 1000515435 | 2022/12/31 | 2023/12/31 | COMMERCIAL GENERAL LIABILITY | | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE LIABILITY | | |
| | | | | - GENERAL AGGREGATE | | 5,000,000 |
| | | | | - EACH OCCURRENCE | 25,000 | 2,000,000 |
| | | | | PRODUCTS AND COMPLETED OPERATIONS AGGREGATE | | 2,000,000 |
| | | | | <input type="checkbox"/> PERSONAL INJURY LIABILITY OR | 25,000 | 2,000,000 |
| | | | | <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY | | |
| | | | | MEDICAL PAYMENTS | | 25,000 |
| | | | | TENANTS LEGAL LIABILITY | 2,500 | 2,000,000 |
| | | | | POLLUTION LIABILITY EXTENSION | | |
| <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES | Liberty Mutual Insurance Company 1000515435 | 2022/12/31 | 2023/12/31 | NON-OWNED AUTOMOBILES | | 2,000,000 |
| | | | | HIRED AUTOMOBILES | 2,500 | 50,000 |
| AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input checked="" type="checkbox"/> ALL OWNED AUTOMOBILES <input checked="" type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE | Liberty Mutual Insurance Company AFT-ABFCG3 | 2022/12/31 | 2023/12/31 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | | 2,000,000 |
| | | | | BODILY INJURY (PER PERSON) | | |
| | | | | BODILY INJURY (PER ACCIDENT) | | |
| | | | | PROPERTY DAMAGE | | |
| EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> | Liberty Mutual Insurance Company 1000515438 | 2022/12/31 | 2023/12/31 | EACH OCCURRENCE | 10,000 | 3,000,000 |
| | | | | AGGREGATE | | 3,000,000 |
| OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> EXCESS LIABILITY | Aviva Insurance Company of Canada SUM-EXC-30565-001 | 2022/12/31 | 2023/12/31 | Occurrence/Aggregate | Nil | 5,000,000 |
| | | | | | | |
| <input checked="" type="checkbox"/> Sub-Contractor | Liberty Mutual Insurance Company 1000515435 | 2022/12/31 | 2023/12/31 | | | 2,000,000 |

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

| | | | | | |
|--|--|---------------------|---|----|-------------------|
| 6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS | | | 7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured) | | |
| Arthur J. Gallagher Canada Limited | | | Oakland Unified School District | | |
| 435 McNeilly Road, Suite 203 | | | 995 High Street | | |
| Stoney Creek ON | | POSTAL CODE L8E 5E3 | | | |
| BROKER CLIENT ID: | | | Oakland | CA | POSTAL CODE 94601 |

| | | | |
|---|-------------------|------------------------------------|----------|
| 8. CERTIFICATE AUTHORIZATION | | | |
| ISSUER Arthur J. Gallagher Canada Limited | CONTACT NUMBER(S) | | |
| AUTHORIZED REPRESENTATIVE Meena Pandey | TYPE Phone | NO. 905-575-1122 | TYPE NO. |
| | TYPE Fax | NO. 905-643-8321 | TYPE NO. |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>MPandey</i> | DATE 2023/01/11 | EMAIL ADDRESS meena_pandey@ajg.com | |



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|-----|
| Project Name | Piedmont Elementary School Site Improvements | Site | 146 |
|---------------------|--|-------------|-----|

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 | Sof Surfaces, Inc. | Agency's Contact | Brennan Prins | | | | |
| OUSD Vendor ID # | 003982 | Title | Director | | | | |
| Street Address | 4393 Discovery Line | City | Petrolia, ON | State | CAN | Zip | NON 1R0 |
| Telephone | 800-263-2363 | 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 # | 24107 | | | | | | |

Term of Original/Amended Contract

| | | | |
|---|----------|--|----------|
| Date Work Will Begin (i.e., effective date of contract) | 5-9-2024 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 7-1-2024 |
| | | 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) | \$60,000.00 |
| 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 |
|------------|----------------|--|-------------|-------------|
| 0007/9000 | Fund 21 Msr J | 010-0007-0-9000-8500-6274-146-9130-0092-9999-24107 | 6274 | \$60,000.00 |

Approval and Routing (in order of approval steps)

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

| | | | | | |
|----|---|---------------|--------------|------------|--------------|
| | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Executive Director, Facilities | | | | |
| | Signature | Date Approved | Apr 12, 2024 | | |
| | <small>Kenya Jhatman (Apr 12, 2024 15:29 PDT)</small> | | | | |
| 2. | General Counsel, Facilities | | | | |
| | Signature | Date Approved | 4/12/24 | | |
| 3. | Chief Systems & Services Officer, Facilities Planning and Management | | | | |
| | Signature | Date Approved | Apr 12, 2024 | | |
| | <small>Preston Thomas (Apr 12, 2024 16:38 PDT)</small> | | | | |
| 4. | Chief Financial Officer | | | | |
| | Signature | Date Approved | | | |
| 5. | President, Board of Education | | | | |
| | Signature | Date Approved | | | |