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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Acting Deputy Chief, Facilities Planning and Management

**Board Meeting Date** January 8, 2020

**Subject** Award of Contract Between Owner and Contractor - Non-Competitively Bid - Sof Surfaces, Inc.- Sequoia Elementary School Playmatting Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Award of Contract Between Owner and Contractor for the Sequoia Elementary School Playmatting Project - Non - Competitively Bid - to Sof Surfaces, Inc. ("Contractor"), Petrolia, ON Canada, which consists to provide training to numerous contractors in the manner of installation of the sofSurface product (per the Contract Justification Form); in the amount of \$54,828.47, as the selected Contractor, with work scheduled required to commence by January 9, 2020, and shall be complete by March 15, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor.

**Discussion** The scope of work of this Contract includes installation Sof Surfaces tile for play structures as per OUSD Standards and Board Approved Materials. To include tear out; Installation as per attached Quote NO. Q1000530-2-TP. Contractor was selected without competitive bidding because the contract price is under the \$60,000 bidding threshold.

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

**Recommendation** Approval by the Board of Education of Award of Contract Between Owner and Contractor for the Sequoia Elementary School Playmatting Project - Non - Competitively Bid - to Sof Surfaces, Inc. ("Contractor"), Petrolia, ON Canada, which consists to provide training to numerous contractors in the manner of installation of the sofSurface product (per the Contract Justification Form); in the amount of \$54,828.47, as the selected Contractor, with work scheduled required to commence by January 9, 2020, and shall be complete by March 15, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor.

**Fiscal Impact** Fund 21, Measure J

**Attachments** • Agreement

- Scope of work
- Insurance Certificate



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

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning & Management

**Vendor Name:** Sof Surfaces Inc.

**Project Name:** Sequoia ES Site 1 **Project No.:** 19126

**Contract Term:** Intended Start: 1-9-2020 Intended End: 3-15-2020

Amended End: \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$54,828.47

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?** ☒ Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Pursuant to District's Sole Source Resolution No. 1415-0161, this vendor product is a sole source product, and District directly selected vendor to install the product since the work is under the bid threshold.

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

Vendor will provide training of contractors in the manner of installation of the sofSurface product at Sequoia Elementary School –Site No. 1 to install tiles for playstructures as per OUSD Standards and Board Approved Materials. Scope of services to include Tearout; Installation as per attached Quote No. Q1000530-2-TP.

**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?

Vendor is the best qualified contractor who can perform the required project. Vendor has done work for the District before. Based on their experience of expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

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 – *contact legal counsel to discuss if applicable*
- ☐ Sole source contractor – *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 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:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of 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 \$92,600 or less (as of 1/1/19)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- ☐ 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 \$92,600 (as of 1/1/19)
- ☐ 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:

- Contractor to perform work that is under the \$60,000 threshold.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Agreement between Owner and Contractor ("Agreement") is entered into effective as of **January 9, 2020** between the Oakland Unified School District, Alameda County, California ("Owner") and **Sof Surfaces, Inc.** ("Contractor"), with Owner and Contractor each a "Party" and together the "Parties" to this Agreement.

Contractor and Owner agree as follows:

1. **SCOPE OF WORK.** Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the **Sequoia Elementary School – PlayMatting Project** (the "Project") described as: The purpose of the contract is to train numerous contractors in the manner of installation of the Sof Surface product.
2. **EXAMINATION OF SITE.** Contractor has had the opportunity to visit the site and investigate the conditions on, in, out and about the site, including any buildings, which might affect the progress of the Project and is satisfied as to those conditions. No claim for money or time will be allowed as to such matters.
3. **CONTRACT DOCUMENTS.** The Contractor and Owner agree that the Contract Documents are composed of this Agreement, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment, Independent Contractor Student Contact Form, any required bonds, and any specifications and plans. If there are specifications and plans, the specifications and plans are intended to cooperate, so that any work exhibited in the plans and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the plans to the true intent and meaning of the said plans and specifications, when taken together. The Contract Documents are complementary, and each obligation of the Contractor, subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws. The work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.
4. **COMPLETION DATE.** Time is of the essence in this Contract, and the work to be completed under this Agreement shall begin no later than January 9, 2020, and be

completed on or before March 15, 2020 (this period of time being the "Contract Time").

**5. CONTRACT SUM.** The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **FIFTY-FOUR THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND 47/100(\$54,828.47)**, unless modified in accordance with the Contract Documents.

**6. CONTRACTOR'S LICENSE, REGISTRATION AND COMPLIANCE MONITORING.** In accordance with section 3300 of the Public Contract Code, Contractor has a Class "B – General Building Contractor and/or C-61 – Limited Specialty – D12- Synthetic Products" license which shall be maintained in good standing for the duration of Contractor's work on the Project. Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Owner shall not enter into any contract without proof of the Contractor's current registration to perform public work under Labor Code section 1725.5. The Contractor shall not enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**7. LIQUIDATED DAMAGES.** Failure to complete the Project within the Contract Time and in the manner provided for in this Agreement shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the Contract Time specified: \$500.00, for each calendar day by which completion of the Project is delayed beyond the Contract Time, as adjusted by change orders.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and



liquidated damages.

**8. EARLY COMPLETION.** Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in this Agreement, the Parties stipulating that the period established in this Agreement is a reasonable time within which to perform the work on the Project.

**9. PAYMENT.** For services satisfactorily performed and after receipt of a properly documented and submitted application for payment, payment for the entire work shall be made in a lump sum within 30 days after submittal of the application for payment.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

Owner may withhold from any payment or any release of retention, in whole or in part, to such extent as may be necessary to protect the Owner from loss because of: (a) Defective work not remedied; (b) Stop Payment Notices filed, unless the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim and which Owner chooses to accept. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties. The surety insurer, at the time of issuance of the bond, unless otherwise agreed to by Owner in writing, must have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner; (c) Liquidated damages assessed against the Contractor; (d) Reasonable doubt that the work can be completed for the unpaid balance of any Contract Sum or by the completion date; (e) Damage to the Owner, another contractor, or subcontractor; (f) Unsatisfactory prosecution of the work by the Contractor; (g) Failure to store and properly secure materials; (h) Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents; (i) Failure of the Contractor to maintain record drawings; (j) Erroneous estimates by the Contractor of the value of the work performed, or other false statements in an Application for Payment; (k) Unauthorized deviations from the Contract Documents; (l) Failure of the Contractor to prosecute the work in a timely manner in compliance with established progress schedules and completion dates; (m) Subsequently discovered evidence or observations nullifying



the whole or part of a previously issued payment; (n) Failure to pay subcontractors or materialmen; or (o) Breach of any provision of the Contract Documents. Owner's failure to withhold any of these sums from a payment or release of retention shall not constitute a waiver of Owner's right to such sums.

If the Owner accepts any work or makes any payment or release of retention under this Agreement after a default by reason of delays, the payment or release shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

In accordance with Public Contract Code section 22300, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the work, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in Public Contract Code section 22300.

**10. CHANGE ORDERS.** The Contractor and the Owner agree that changes in the Project to be done under this Agreement and any plans and specifications shall become effective only when written in the form of a change order signed by the Owner and the Contractor and approved by the Owner's governing body. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. Contractor also agrees to provide the Owner with all information requested to substantiate the cost of the change order and to inform the Owner whether the work will be done by the Contractor or by a subcontractor.

This Agreement shall be deemed to be completed when the Project is finished in accordance with this Agreement, and any original plans and specifications as amended by such changes.

The Contractor shall submit with the proposed change order its request for time extension (if any), and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project. The time extension shall be agreed to by the Parties and memorialized by a written change order prior to initiation of the work contemplated by the change order.

**11. DISPUTES.** If a dispute arises between the Owner and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

**12. CLAIMS.** "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner.

Notwithstanding any other provision herein, all claims by Contractor shall be subject to the claim resolution procedures in Public Contract Code section 9204. Upon receipt of a claim, the Owner shall conduct a reasonable review and within 45 days shall provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed. This time period may be extended by mutual agreement. The Contractor shall furnish reasonable documentation to support the claim. Any payment due on the undisputed portion of the claim shall be made within 60 days of the written statement; if the payment is late, interest of 7% per annum shall accrue. If the Contractor disputes the written response, or if the Owner fails to timely issue a written statement, the Contractor may demand in writing an informal conference to meet and confer within 15 days of the written response or, if the Owner fails to timely issue a written response, within 15 days of deadline for the written response. Upon receipt of a demand, the Owner shall schedule a conference within 30 days. If the claim or any portion of it remains in dispute after the conference, within 10 days after the conclusion of the conference the Owner shall provide a written statement identifying the portion that remains in dispute and the portion that is undisputed. Any payment due on the undisputed portion of the claim shall be made within 60 days of the written statement; if the payment is late, interest of 7% per annum shall accrue. Any disputed portion identified in the written statement shall be submitted to mediation, with the costs to be shared equally. The parties shall agree to a mediator within 10 days of the written statement. This mediation shall excuse the need for mediation under Section 20104.4 after litigation commences. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside Section 9204. Only claims as to which timely notice was given, which were timely submitted, which complied with all requirements of this article and law, and which were identified by Contractor and listed as "unresolved" in connection with Contractor's request for final payment, may be pursued. All other Contractor claims are deemed waived.

All claims by Contractor of \$375,000 or less shall also be subject to the settlement and arbitration provisions in Public Contract Code section 20104, et seq., except to the extent that they are in conflict with the procedures in Section 9204. The Contractor shall submit its claim of \$375,000 or less to the Owner in writing before final payment is made. The Owner shall respond within the time provided by statute. If the Contractor disagrees with the response or the Owner fails to respond within the time permitted, the Contractor shall

notify the Owner of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference. The Owner shall schedule a meet-and-confer conference within thirty (30) days of the demand. If litigation is commenced, then mediation and judicial arbitration will be required.

**13. TERMINATION.** If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor or any of Contractor's subcontractors should violate any of the provisions of the Agreement, or if Contractor should refuse or fail to supply enough properly skilled workmen or proper materials, or if Contractor violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f), or should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, then the Owner may serve written notice upon the Contractor of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the Owner's option, terminate.

The Owner may then take over the Project and prosecute the same to completion by any method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby. In such event, the Owner may without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary therefore. In such case the Contractor shall not be entitled to receive payment until the Project is finished. If the Contract Sum exceeds the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the Contract Sum, the Contractor shall pay the difference to the Owner.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

**14. SUBCONTRACTORS.** If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform

work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

**15. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and under California Labor section Code 1770 et seq., the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement. Contractor shall post on site all required job site notices as prescribed by regulation.

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

Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Contractor and subcontractors shall comply with Labor Code section 1776.

**16. WORKING HOURS.** In accordance with the provisions of California Labor Code sections 1810 to 1815, inclusive, the time of service of any worker employed by the Contractor or a subcontractor doing or contracting to do any part of the work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day,

and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

**18. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

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

**19. FORCE MAJEURE.** The Parties shall be excused from performance thereunder

during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Party not performing. A Contractor seeking an extension of time as a result of the above enumerated acts, must present the request for an extension of time to the Owner within fifteen (15) calendar days of the commencement of the act causing the delay. A Contractor's failure to provide notice of a request for an extension of time may result in denial of the request.

**20. INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor and its Subcontractors shall defend and indemnify the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Governing Boards, members of the Governing Boards, and directors ("Indemnitees"), from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the work by Contractor or its subcontractors; or any act, omission, negligence, or willful misconduct of the Contractor or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph. This obligation to defend and indemnify includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor and its subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor and its subcontractors.

In the event Contractor brings hazardous materials on the Project site, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project site. In addition, the Contractor shall defend and indemnify the Indemnitees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Indemnitees' active negligence, sole negligence or willful misconduct.

## 21. INSURANCE.

- a. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this Agreement the policies of insurance hereinafter described. Contractor shall secure and maintain in force during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of contractor shall keep in full force and affect insurance as follows:

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

The Owner shall be named as an additional insured on the policies by endorsements that shall be attached to the Agreement as proof of insurance. Contractor shall produce the policy for Owner at Owner's request.

Written notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Certificates of insurance shall clearly state that the Owner is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy be excess and non-contributing.

Contractor will, at its own expense, maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with the Owner prior to commencement of work.

- b. **Workers' Compensation.** Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code section 3200 **et seq.** during the duration of this Agreement. The Owner shall be named as an additional insured on the policy by endorsements, which will become a part of the Contract Documents. A certificate evidencing this coverage shall be filed with the Owner prior to the



commencement of work under this Agreement. Notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

c. **Builder's Risk.** Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the work and until final acceptance of the work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of-Construction insurance. The risk of the damage to the work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

Contractor shall maintain, in effect during the work and until final acceptance of the work by Owner upon completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake, whether seismic or volcanic in origin, over 3.5 on the Richter Scale. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the work.

d. **Fire Insurance.** Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work included within the scope of this Agreement, insuring the full replacement value of such work as well as the cost of any removal and demolition necessary to replace or repair all work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Project against loss or damage in full until the work is accepted by the Owner. Should the work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of this Agreement, the drawings and specifications without additional expense to the Owner.

**23. ASSIGNMENT OF ANTI-TRUST CLAIM.** Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the owner all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with section 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**24. SUBSTITUTIONS.** No substitutions of materials from those specified in this Agreement or the specifications shall be made without prior written approval of the Owner.

**25. SUPERVISION AND OWNER ACCESS.** Contractor shall provide competent supervision of all persons on the job site. Contractor shall allow Owner access to the site at all times.

**26. CLEAN UP, PROTECTION OF WORK AND PROPERTY.** Contractor shall maintain site in a clean and safe condition, including the daily removal of flammable material. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warnings against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Owner, is permitted to act at its discretion to prevent such threatened loss or injury. If at Project completion, the site is not 'broom' clean, Owner may clean the site and deduct the cost from the Contract Sum.

**27. OCCUPANCY.** Owner reserves the right to occupy buildings at any time before formal acceptance of contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this Agreement, nor shall such occupancy extend the date specified for substantial completion of work.

**28. ANTI-DISCRIMINATION.** It is the policy of the Owner that there shall be no discrimination against any of Contractor's prospective or active employees engaged in the Project because of race, color, ancestry, national origin, sex or religious creed.

Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the Project by Contractor.

**29. INDEPENDENT CONTRACTOR.** While engaged in carrying out the terms and conditions of the Contract Documents, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the Owner.

**30. TESTS AND INSPECTIONS.** Tests, inspections, and approvals of portions of the work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

**31. INDEPENDENT TESTING LABORATORY.** The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

**32. ADVANCE NOTICE TO INSPECTOR OF RECORD.** The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

**33. TESTING OFF-SITE.** Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the work.

**34. ADDITIONAL TESTING OR INSPECTION.** If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included under section 30, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 43.

**35. COSTS FOR RETESTING.** If such procedures for testing, inspection, or approval under sections 30, 31, 32, and 34 reveal failure of the portions of the work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

**36. COSTS FOR PREMATURE TEST.** In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

**37. TESTS OR INSPECTIONS NOT TO DELAY WORK.** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work.

**38. TRENCHES OR EXCAVATIONS GREATER THAN FOUR FEET BELOW THE SURFACE.** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, if any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code section 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from the Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting Parties.

**39. EXISTING UTILITY LINES; REMOVAL, RELOCATION.** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in this Agreement, the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

**40. STORM WATER DISCHARGE PERMIT.** If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resource Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

**41. DISCOVERY OF HAZARDOUS MATERIALS.** In the event the Contractor encounters or suspects the presence on the site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by California Health and Safety Code section 25249.5, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing, whether or not such material was generated by the Contractor or the Owner. The work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

**42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**43. MISCELLANEOUS PROVISIONS.**

**43.1 Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on any payment bond, the surety on any performance bond and the Owner.

**43.2 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and Owner and their respective successors and assigns.

**43.3 Severability; Governing Law; Choice of Forum.** 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 hereof. The Contract shall be governed by the laws of the State of California. 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 Owner.

**43.4 Amendments.** The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved or ratified by the Governing Board.

**43.5 Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to this Agreement pursuant to Public Contract Code section 9201.

**43.6 Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**43.7. 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.

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

**CONTRACTOR**

Sof Surfaces [name]

By: Brian Lin

Its: Director

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London

1/9/2020

Jody London, President, Board of Education

Date

Kyla Johnson-Trammell

1/9/2020

Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education

Date

Tadashi Nakadegawa  
Tadashi Nakadegawa, Acting Deputy Chief, Facilities Planning  
and Management

12/2/19  
Date

**APPROVED AS TO FORM:**

[Signature]  
OUSD Facilities Legal Counsel

12/2/19

Date

1044873

**CALIFORNIA CONTRACTOR'S**

Agreement Under \$60,000 or Less – Sof Surfaces, Inc. – Sequoia Elementary School PlayMatting Project  
- \$54,828.47 - 17 -



LICENSE NO.

09/30/2020

LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

# Quotation

13-Sep-2019

Quote No.: Q100530-2-TP



**Attn:** To Whom it May Concern  
**Customer:** OUSD  
**Address:** x  
**City/State:** Oakland, CA X

**Project:** Sequoia ES- OUSD  
**Phone:** x  
**Fax:**  
**E-mail:** x

**Project Contact:**  
**Phone / Fax:**

Contact SSI:  
 800.263.2363 / Fax 519.882.2697

## Area No. 1 of 1 - Sequoia ES- OUSD

**Installation Site:** Sequoia ES- OUSD  
**Address:** 3730 Lincoln Ave  
**City / State:** Oakland, CA 94602

**Ship To:** Sequoia ES- OUSD  
**Address:** 3730 Lincoln Ave  
**City / State:** Oakland, CA 94602

**Quote Type:** DuraSAFE Installed, Surface Mount  
**Sub Base Type:** Asphalt - scarified per instructions  
**Area (Sq. Ft.):** 1852

Unit	Qty.	Color	Description	Acc. Sys. No.	Thickness	Drop Ht.	Weight	List Price	Total Weight	Total List	Unit Cost
Each	393	Spring Meadow	DuraSAFE "Premium"	464251503508020	4.25"	8' 0"	34.70	\$61.82	13637.49	\$24,295.26	\$52.55
Each	32	Midnight Black	DuraSAFE "Plus"	4542501080	4.25"	8' 0"	34.33	\$44.47	1098.56	\$1,423.04	\$37.80
Each	3	Plus Black	SofRAMP® KL"Premium" (ADA side transitions)	33142501201	4.25"		40.14	\$0.00	120.42	\$0.00	\$0.00
Each	40	Midnight Black	SofRAMP® KL"Plus"	33142501201	4.25"		40.14	\$57.11	1605.60	\$2,284.40	\$57.11
Each	4	Midnight Black	SofRAMP® KL"Plus" Outside Corner (2PC UNCUT)	33442501201	4.25"		80.28	\$114.22	321.12	\$456.88	\$114.22
Each	1	Plus Black	SofRAMP® KL"Premium" ADA INSET	33542501301	4.25"		156.46	\$358.58	156.46	\$358.58	\$358.58
Each	79		Adhesive - Tile to Tile - Sika	57081590000			1.65	\$8.50	130.35	\$671.50	\$8.50
Each	2		DOW Diamondlock Adhesive - Tile to Base	57011000001			62.00	\$219.00	124.00	\$438.00	\$219.00
Each	23		Polyurethane Foam Sealant (Handi Foam)	57103300000			1.17	\$7.85	26.91	\$180.55	\$7.85

## **Installation**

Prevailing Wage / Fair Wage - \$57.00

### **• Tearout**

- PIP Removal and Disposal
- Waste Bucket - Included

### **• Site Preparation - Sub-Base preparation to be provided by others if required.**

### **• Installation**

- Tile Installation - Included
- Equipment Rental - Bobcat included
- Waste Bucket - Included
- Quotation assumes that the site is easily accessible from the area of unloading.
- Mobilization - Included
- Installation to be completed by Certified Sub-contractor Sof Surfaces USA

Security - includes security fencing - 190 linear Ft

\*\*\*NOTE - Should asphalt sub base require repair post removal, change order will be required as additional charges may apply\*\*\*

Sof Surfaces Inc. will not be responsible for damages incurred to grounds (such as concrete, grass, etc) while using required equipment to gain access to the site. (Quoted value is subject to change upon notice of additional associated costs. Additional costs may include (but are not limited to) required entry fees, special training, certifications, background checks and security clearances not previously identified as required or if the installation needs to be completed during the weekend, within a very narrow window of time, or under very restricted circumstances). A site features form, required photos request, completed dimensions verification form and elevation form request will be sent out for completion after the order is placed. They must be completed in full and returned no later than 4 business days prior to the scheduled installation start date otherwise the installation may be rescheduled to a later date at the discretion of the Installation Project Manager until said forms have been completed.

\*\*\*\*\* Please note: Should the sub base for your project be Compacted Granular, it MUST meet the following specification: (Type 1) (3/4 minus) compacted to 95% S.P.D. - Not "clear" gravel.\*\*\*\*\*

Undersigned for OUSD accepts the terms and conditions which apply to this quotation.

**X**

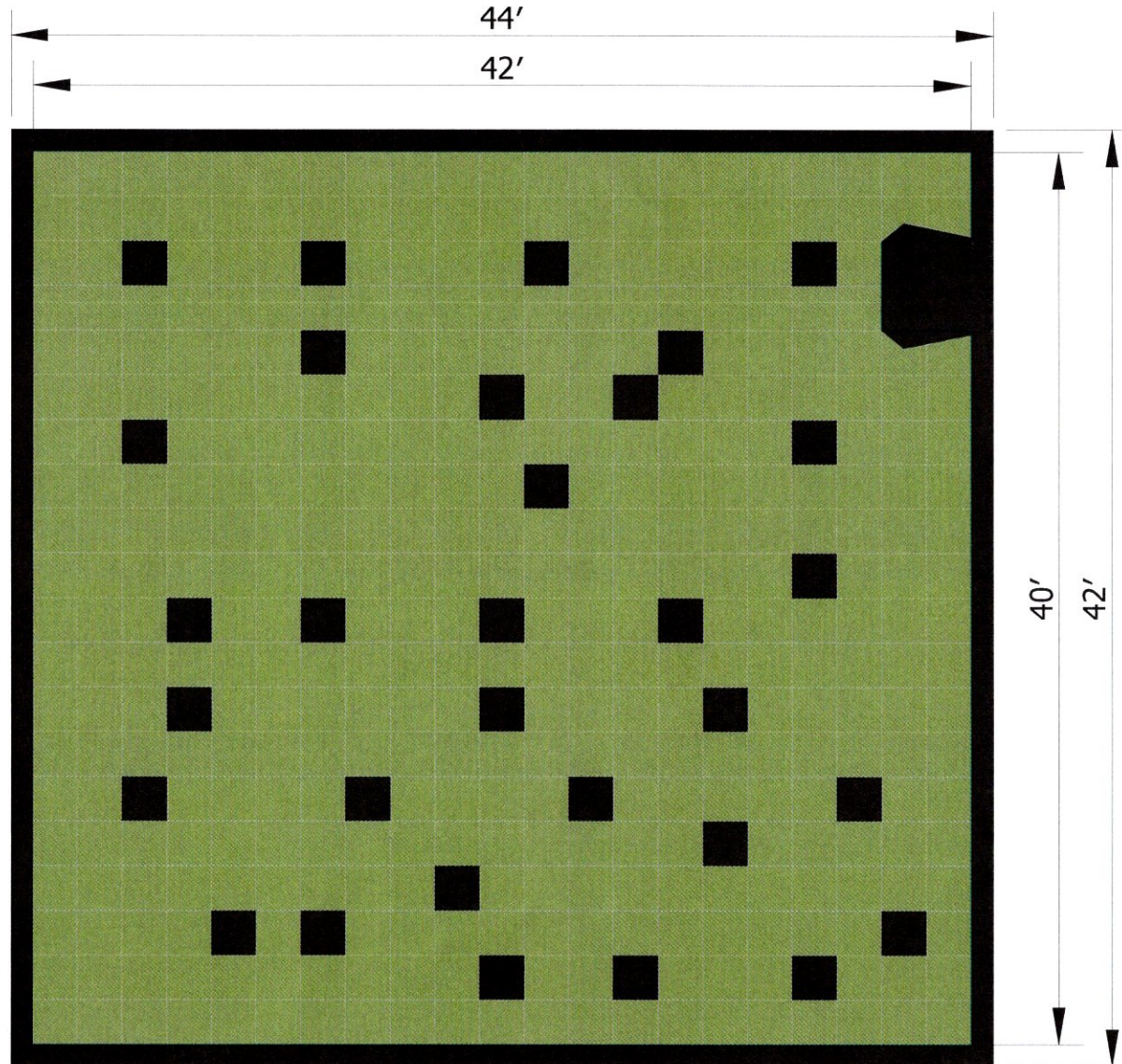
**SIGNED**

**To Whom it May Concern**

**DATE**

## Tile Layout - Area N° 1 - Sequoia ES- OUSD

Area (Sq. Ft.): 1852



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: 9 Weight: 17986  
Dealer: sofSURFACES US - Palatine, IL  
Shipping Options: Need Van, Residential Delivery

*This proposal reflects a prevailing wage / fair wage rate of \$57.00 (including fringe). Should the prevailing wage / fair wage requirement be determined to be higher or lower, a revised proposal will be required.*

*Upon timely completion of the project, sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the amount indicated herein. In the event that only substantial completion is accomplished (i.e., the site is usable but not completely finished), sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, up to 95% of the amount indicated herein, allowing for the customer to reserve 5% until completion of the project, upon which time sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the remaining balance owed. Quoted value is subject to change upon notice of additional associated costs. Additional costs may include (but are not limited to) required entry fees, special training, certifications, background checks and security clearances.*

*15% Restock fee and shipping for plus tiles. No returns on premium tiles.*

*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.*

Total List Price:	\$30,108.21
Discount 15.00%	(\$3,856.55)

Total (After Third Party Discount):	\$26,251.66
Installation:	\$21,095.64
Shipping and Handling Charge:	\$5,052.89
Sub Total:	\$52,400.19
CA: 6.00%	\$1,575.09
CALAMEDA: 0.25%	\$65.63
DOAKLAND: 3.00%	\$787.56
Total in USD Funds:	<b>\$54,828.47</b>
Cost per sq.ft.:	\$29.60

#### Finance Options Available

\*Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 \$4,071.42 USD  
2 Year Term: Min. Order = \$25,000.00 \$2,127.52 USD  
3 Year Term: Min. Order = \$35,000.00 \$1,488.36 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, Suite 307  
Chicago, IL 60656-1471

FOR CANADIAN PAYMENTS:  
Sof Surfaces Inc.  
P.O. Box 239  
Petrolia, ON N0N 1R0



Undersigned for OUSD accepts the terms and conditions which apply to this quotation.

X

SIGNED

To Whom it May Concern

DATE

Quote valid for 60 days.





SFSURF-03

CAA5

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/21/2019

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 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> Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Sof Surfaces Usa Inc 10539 Oleander Ave Fontana, CA 92337	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : NorGuard Insurance Company</b>	<b>NAIC # 31470</b>
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****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
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>SOWC008779</b>	<b>12/1/2019</b>	<b>12/1/2020</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<b>N/A</b>				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

Contractor License #:

1044873

Additional address:

955 High Street, Oakland, CA, 94601

**CERTIFICATE HOLDER****CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT  
955 High Street  
Oakland, CA 94601-

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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## ▼ Contractor's License Detail for License # 1044873

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 12/2/2019 12:05:54 PM

### Business Information

SOF SURFACES USA INC  
10539 OLEANDER AVE  
FONTANA, CA 92337  
Business Phone Number: (909) 418-9534

**Entity** Corporation  
**Issue Date** 09/26/2018  
**Expire Date** 09/30/2020

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

C-61 / D12 - SYNTHETIC PRODUCTS

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

**Bond Number:** 100400477

**Bond Amount:** \$15,000

**Effective Date:** 07/18/2018

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100461140** for PAULO MATA CARRILLO in the amount of **\$12,500** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

**Effective Date:** 09/06/2019

[BQI's Bond History](#)

### Workers' Compensation

This license has workers compensation insurance with the [NORGUARD INSURANCE COMPANY](#)

**Policy Number:** SOWC922863

**Effective Date:** 12/01/2018

**Expire Date:** 12/01/2019

[Workers' Compensation History](#)

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.





SOF SURF-03

CAA5

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/21/2019

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 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> Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Sof Surfaces Usa Inc 10539 Oleander Ave Fontana, CA 92337	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: NorGuard Insurance Company</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 31470		

**COVERAGES****CERTIFICATE NUMBER:****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
	<b>GENERAL LIABILITY</b>						<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						<b>MED EXP (Any one person)</b> \$
							<b>PERSONAL &amp; ADV INJURY</b> \$
							<b>GENERAL AGGREGATE</b> \$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						<b>PRODUCTS - COMP/OP AGG</b> \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> ANY AUTO						<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> ALL OWNED AUTOS						<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> HIRED AUTOS						<b>PROPERTY DAMAGE (Per accident)</b> \$
							\$
	<b>UMBRELLA LIAB</b>						<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b>						<b>AGGREGATE</b> \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION</b> \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>SOWC008779</b>	<b>12/1/2019</b>	<b>12/1/2020</b>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b>	<b>Y/N</b>	<b>N/A</b>				<b>E.L. EACH ACCIDENT</b> \$ <b>1,000,000</b>
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>						<b>E.L. DISEASE - EA EMPLOYEE</b> \$ <b>1,000,000</b>
							<b>E.L. DISEASE - POLICY LIMIT</b> \$ <b>1,000,000</b>

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

Contractor License #:

1044873

Additional address:

955 High Street, Oakland, CA, 94601

**CERTIFICATE HOLDER****CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT  
955 High Street  
Oakland, CA 94601-

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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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Sequoia Elementary School Site No 1	Site	155
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### 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
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### 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 #	19126		

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-9-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	3-15-2020
		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)	\$54,828.47
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
9650 9812	Fund 21 Msr J	210-9650-0-9812-8500-6274-155-9180-9905-9999-99999	6274	\$54,828.47

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

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	12/9/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> (as to form only)	Date Approved	12/9/19		
3.	Acting Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	12/9/19		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			