

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-0326
Introduction Date	03-25-2026
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Sele Nadel-Hayes, Executive Director of Construction

**Board Meeting Date** March 25, 2026

**Subject** CMAS Purchase and Installation Agreement – Valley Precision Grading, Inc. – Manzanita Elementary School Turf Replacement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of a CMAS Purchase and Installation Agreement by and between the **District and Valley Precision Grading, Inc.**, for the latter to remove the existing turf, supply and install the new PIVOT Performance Turf and maxFLO (shock pad) turf system with integrated stripping for the **Manzanita Elementary School Turf Replacement Project**, in the not-to-exceed amount of **\$300,000.00**, with work scheduled to commence on **March 26, 2026**, and is scheduled to last until **May 31, 2026**.

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

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

**Recommendation** Approval by the Board of Education of a CMAS Purchase and Installation Agreement by and between the District and Valley Precision Grading, Inc., for the latter to remove the existing turf, supply and install the new PIVOT Performance Turf and maxFLO (shock pad) turf system with integrated stripping for the Manzanita Elementary School Turf Replacement Project, in the not-to-exceed amount of \$300,000.00, with work scheduled to commence on March 26, 2026, and is scheduled to last until May 31, 2026.

**Fiscal Impact** Fund 1 General Fund, ELOP

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



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 26-0326**

**Department: Division of Facilities Planning and Management**

**Vendor Name: Valley Precision Grading, Inc.**

**Project No.: 26016**

**Project Name: Manzanita Elementary School Turf Replacement**

**Contract Term: Intended Start: 03-26-2026**

**Intended End: 05-31-2026**

**Total Cost Over Contract Term: \$300,000.00**

**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?**

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

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

Remove the existing turf, supply and install the new PIVOT® Performance Turf and maxFLO(shock pad) Turf System for the Manzanita Elementary School Turf Replacement Project.

**Was this contract competitively bid?**  Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$119,100 or less (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

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

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

This CMAS PURCHASE AND INSTALLATION AGREEMENT (“**Agreement**”) is made this **26th day of March 2026**, by and between **Oakland Unified School District (“District”)** and **VALLEY PRECISION GRADING, INC., (“Contractor”)** with respect to the following recitals:

**RECITALS**

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

B. Contractor has entered into a California Multiple Award Schedule Contract No. **4-23-05-1021**, adopted by the General Services Administration, effective from **May 8, 2023 to April 30, 2026**, for the procurement of information synthetic turf installation services, under the applicable CMAS General Provisions (the “**CMAS Contract**”).

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

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

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

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

**AGREEMENT**

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

1. **REFERENCE AND DEFINITION.**

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

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

2. **SCOPE OF WORK.**

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

3. **CONTRACT TIME.**

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

3.1 **Commencement of Work**

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

3.2 **Completion of Work**

Contractor shall complete all Work for the Project, within one hundred ten (110) calendar days from the date of the NTP (the “**Scheduled Completion Date**”).

3.3 **District’s Right to Postpone**

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

4. **LIQUIDATED DAMAGES.**

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

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

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

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

## 5. CONTRACT PRICE.

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

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

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

## 6. PAYMENTS.

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

7. **TERMINATION.**

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

8. **CONFORMANCE TO CONTRACT DOCUMENTS.**

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

9. **TRANSPORTATION CHARGES.**

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

## 10. **INSURANCE.**

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

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

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

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

### 10.3 **Fire Insurance.**

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

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

11. **DSA OVERSIGHT PROCESS.**

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

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

12. **INDEPENDENT CONTRACTOR STATUS.**

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

13. **PREVAILING WAGES.**

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

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

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

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

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

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

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

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

15. **APPRENTICES.**

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

16. **TAXES.**

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

17. **SEVERABILITY.**

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

18. **MODIFICATION OF CONTRACT.**

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

19. **AMENDMENTS.**

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

20. **GOVERNING LAW.**

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

21. **WRITTEN NOTICE.**

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

22. **COMPLIANCE WITH LAW.**

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

23. **NON-DISCRIMINATION.**

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

24. **ATTORNEYS' FEES.**

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

25. **LIABILITY OF DISTRICT.**

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

26. **TIME.**

Time is of the essence to this Agreement.

27. **WAIVER.**

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

28. **ENTIRE AGREEMENT.**

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

29. **EXECUTION OF OTHER DOCUMENTS.**

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

30. **EXECUTION IN COUNTERPARTS.**

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

31. **WARRANTY OF AUTHORITY.**

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

32. **CONTRACT DOCUMENTS.**

The following documents are incorporated into the Contract as the “Contract Documents”:

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

33. **MEDIATION.**

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

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

34. **FINGERPRINTING REQUIREMENTS.**

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

35. **PROJECT LABOR AGREEMENT.**

This Project IS NOT subject to the District's Project Labor Agreement. Contractor is responsible for familiarizing itself with the terms of such agreement and executing an agreement to be bound by its terms.

36. **SAFETY REGULATIONS.**

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

[Signature page follows]

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

**DISTRICT:**  
OAKLAND UNIFIED SCHOOL DISTRICT

**CONTRACTOR:**  
VALLEY PRECISION GRADING,  
INC.

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

Signature: \_\_\_\_\_  
Title: ~~Kristofer Olson~~ President  
Date: ~~02/09/2026~~

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

  
\_\_\_\_\_  
Preston Thomas (Feb 26, 2026 17:58:53 PST)      Feb 26, 2026

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

**Approved as to Form**  
      2/20/26  
\_\_\_\_\_  
James Traber, Esq.      Date  
OUSD Legal Counsel

**EXHIBIT A**  
**PROPOSAL**

*[see attached]*



A TENCATE COMPANY 

Proposal Date: 02/03/2026

Attn: **Manzanita SEED Elementary School**

RE: **Manzanita SEED ES – Turf Removal & Replacement – Pivot® 100oz (Rev 2)**

We are pleased to submit the following CMAS proposal (**CMAS Contract Number 4-23-05-1021**) for the removal and replacement of the synthetic turf field system at Manzanita SEED School in Oakland, CA.

All pricing includes all prevailing wage labor, materials, taxes, tools, and equipment:

**BASE SCOPE INCLUDES THE FOLLOWING:**

1. (1) Mobilization/Demobilization included in proposed pricing. Additional mobilizations will incur additional costs.
2. **NOTE:** CMAS/TIPS Fees and Bonding **are** included in this proposal's pricing.
3. Remove and dispose of approximately 13,700 SF of existing synthetic turf and associated pad over existing field.
4. Adjust/append to existing Nailer board at field edges to accommodate edge elevations required for new turf system.
5. Assessment of existing subbase material will be performed once demolition/removals are completed. Upon assessment completion, minimal sweetening/reworking of the existing subbase material to ensure proper planarity required to install new turf system will be performed.
  - **NOTE:** Proposal assumes good, solid existing material with minimal import material to sweeten grade and achieve proper planarity.
  - **NOTE:** No work or changes to existing subgrade drainage system has been included in this proposal.
6. Supply & install approximately 13,700 SF of new **maxFLO+** 15mm pad .
7. Supply & install approximately 13,700 SF of TenCate's **PIVOT® Performance Turf 100 oz.** blended fiber (parallel XPS, monofilament, thatch) synthetic turf system with the noted installation options listed below.
  - Supply & installation of two mini soccer line packages and markings as shown on provided rendering.
  - Supply & installation of PivotCool™, a precision-engineered, low-volume cooling agent at 2.5 lbs. per square foot.
8. Supply an operation and maintenance orientation for care of the turf field upon project completion.
9. Supply GMAX testing & standard **12-year** Manufacturer's Warranty on synthetic turf system upon completion.
10. **REV 2 NOTE:** Adding Owner-Controlled Contingency Amount of \$11,628.00 per Request.

**Base Scope Synthetic Turf System Pricing (Pivot® 100):**

**\$300,000.00**

**EXCLUSIONS:**

- **NOTE:** Revised proposal pricing based on non-accelerated scope as discussed with Bob Bellici.
- Any work, demolition, materials or labor not directly included and/or stated above.
- Any permitting, engineering, fees, QA/QC, testing, traffic control, dewatering, or landscaping restoration.
- **Any surface or subbase/subgrade drainage modifications whatsoever.**
- Any soil stabilization or subgrade remediation whatsoever.
- Any subbase work outside of that listed above. Limited scope only.
- Any geotechnical engineering, soil testing or survey of any kind.
- Any field graphics, logos or sports line packages *not listed above*.
- Any sports event, goals, sports netting, or any other athletic equipment installation or supply whatsoever.
- Any concrete work including supply, installation, patching, replacement, or repair whatsoever.
- Any demolition or asphalt supply, installation, patching or repair not specifically listed in this proposal.
- (1) mobilization and de-mobilizations are included. Any additional mobilization/demobilization costs will incur additional costs and can be provided and accepted prior.
- SWPPP measures, permitting, reporting, or egress/handling of stormwater of any kind.
- **ANY WORK, LABOR OR MATERIALS NOT DIRECTLY INCLUDED IN ABOVE SCOPE.**



A TENCATE COMPANY 

Thank you again for this opportunity! We certainly do look forward to working with you to get this project complete as quickly and as efficiently as possible. We are available at any time to answer any questions or review this proposal.

*Please note that this proposal is valid for a period of no more than 60 days from the date listed above.*

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Wasson'.

**Jeff Wasson – Lead Estimator, TenCate West**

**M: 725-377-1979 | E: [j.wasson@tencategrass.com](mailto:j.wasson@tencategrass.com) | CSLB #: 783244 | DIR Reg. #: 100002356**



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Manzanita Elementary School Turf Replacement	<b>Site</b>	179
---------------------	--	-------------	-----

### 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.**

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

### Contractor Information

<b>Contractor Name</b>	Valley Precision Grading, Inc.	<b>Agency's Contact</b>	Robert Bellecio				
<b>OUSD Vendor ID #</b>		<b>Title</b>	Project Manager				
<b>Street Address</b>	4668 N. Sonora Ave., Suite 101	<b>City</b>	Rancho Cordova	<b>State</b>	CA	<b>Zip</b>	95742
<b>Telephone</b>	925-864-2839	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	25026						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	03-26-2026	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	05-31-2026
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>		<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$300,000.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
2600/9000	Fund 1 ELOP	010-2600-0-9000-8500-6274-179-9180-0092-9999-26016	6274	\$300,000.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Facilities</b>				
	<b>Signature</b> <small>Sele Nadel-Hayes (Feb 26, 2026 15:17:06 PST)</small>	<b>Date Approved</b>	Feb 26, 2026		
2.	<b>OUSD Counsel, Department of Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>	2/20/26		
3.	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b> <small>Preston Thomas (Feb 26, 2026 17:58:53 PST)</small>	<b>Date Approved</b>	Feb 26, 2026		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			