

**NJPA PURCHASE and INSTALMENT AGREEMENT
UNDER NJPA CONTRACT PRICING AND PROVISIONS**

SAN MATEO-FOSTER CITY SCHOOL DISTRICT & SOFSURFACES, INC.

This NJPA Purchase and Installment Agreement (“Agreement”) is entered into between the **San Mateo-Foster City School District** (“District”) and **SofSurfaces, Inc.** (“Sofsurfaces”) as follows:

RECITALS

WHEREAS, the District wishes to purchase and install sof tiles for multiple school sites from Sofsurfaces in a cost-effective manner and wishes to avail itself of the benefits and protections of the National Joint Power Alliance (“NJPA”) program;

WHEREAS, Sofsurfaces wishes to contract to provide the District with sof tiles for multiple school sites that it needs and is willing to provide same pursuant to NJPA program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. San Mateo-Foster City School District is member of NJPA and the member NO. – 10755.
 - 1.2. NJPA vendor number for SofSurfaces, Inc., - 022113-SFS with a contract end date of April 22, 2017;
 - 1.3. Quotes provided by SofSurfaces Q103582-1-TP -2 in amount of \$67,631.50 and attached as **Exhibit A**
2. To the extent any term or condition of this Agreement is inconsistent with the NJPA Contract, this Agreement shall control, which shall control over all other contradictory delivery or payment provisions.
3. For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the NJPA Contract 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 NJPA Contract shall apply to the District under this Agreement.
4. Sofsurfaces shall provide the District with the following items (“Product(s)”) at multiple school sites pursuant to this Agreement. The total cost for each piece of the Product(s) shall be as indicated in this table:

Product Numbers	Quantity	Description	Total Cost
1	1	George Hall Elementary - Upper	\$48,915.41
		FOB TOTAL COST	
	1	Discount of 15.00%	(\$6,314.55)
	1	SUBTOTAL (with discount 15.00%)	\$42,600.86
	1	Installation	\$17,313.24
	1	Shipping and Handling	\$3,670.33
	1	Tax (9% Foster City, 9.50% San Mateo)	\$4,047.07
	1	FOB TOTAL COST	\$67,631.50

5. Sofsurfaces hereby acknowledges and certifies that the prices indicated herein are the prices as accepted by the National Joint Power Alliance ("NJPA") for the identical items under the NJPA Contract or are "Not Specifically Priced" items as that term is defined by the NJPA.
6. Sofsurfaces is to provide the Products and Installation at George Hall Elementary, and each school site ("Site(s)") is designated in Exhibit A
7. Liquidated Damages. If the Products are not installed by the installation dates identified in **Exhibit B**, District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Sofsurfaces shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond each corresponding installation date. The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor.
8. **Payments:** The District shall make payment(s) to Sofsurfaces for the Product(s) delivered and installed corresponding to a Site within thirty (30) days after delivery and installation of the Product(s) to that Site.
9. Sofsurfaces shall ensure that its employees on school sites are paid the prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). The prevailing wage rates are on file at the District's office and will be made available upon request.
10. **Payment Bond and Performance Bond.** The Contractor shall not commence the work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the FOB Total Cost issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
11. **Site Examination.** Sofsurfaces has examined the multiple school Sites where the Products are to be installed and certifies that it accepts all measurements, specifications and conditions affecting Product installation to be performed at each Site per engineering drawings. Sofsurfaces warrants that the condition of each Site, its accessibility for materials, workers and utilities, and Sofsurfaces ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
12. **Equipment and Labor.** Sofsurfaces shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Product installation herein described. The Product installation to be performed at such times and places as directed by and subject to the approval of the authorized District representative.
13. Any subcontractor engaged by Sofsurfaces for any service under this Agreement, including installation, must be approved by the District and be fingerprinted per District requirements. Sofsurfaces agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Sofsurfaces subcontracts any part of this Agreement, Sofsurfaces shall be fully responsible to the District for acts and

omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

14. Termination. If Sofsurfaces fails to perform the its obligations under this Agreement to the satisfaction of the District, or if Sofsurfaces fails to fulfill in a timely and professional manner Sofsurfaces obligations under this Agreement, or if Sofsurfaces violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Sofsurfaces. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
15. Force Majeur Clause. Sofsurfaces shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of Sofsurfaces.
16. Indemnification/Hold Harmless Clause. To the furthest extent permitted by California law, Sofsurfaces shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Sofsurfaces proposes to defend the District.
17. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
18. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Sofsurfaces. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.
19. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
20. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
21. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
22. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
23. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys

for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

San Mateo-Foster City School District

SofSurfaces, Inc.

Date: _____, 20__

Date: _____, 20__

Signature _____

Signature _____

By: Laura Phan _____

By: _____

Title: Chief Business Official _____

Title: _____

Exhibit A

Quotation

18-Feb-2021

Quote No.: Q103582-1-TP

Attn: Mark Sherrill
Customer: San-Mateo Foster City
Address: 1170 Chess Dr
City/State: Foster City, CA 94404
Project Contact:
Phone / Fax:
E-mail: msherrill@smfc.k12.ca.us
Project Contact:
Phone / Fax:
E-mail: msherrill@smfc.k12.ca.us
Contact SSI:
 800.263.2363 / Fax 519.882.2697



Area No. 1 of 1 - San-Mateo Foster City SD - George Hall Elementary (George Hall Elementary)

Unit	Qty.	Color	Description	Thickness	Drop Ht.	Weight	List Price	Total Weight	Total List	Unit Cost
Each	215	Multi Grain	DuraSAFE "Premium"	4.75"	9' 0"	38.60	\$65.27	8299.22	\$14,033.05	\$55.48
Each	158	Sandy Lane	DuraSAFE "Premium"	4.75"	9' 0"	38.60	\$65.27	6098.96	\$10,312.66	\$55.48
Each	272	Spring Meadow	DuraSAFE "Premium"	4.75"	9' 0"	38.60	\$65.27	10499.47	\$17,753.44	\$55.48
Each	51	Plus Black	SoFRAMP® KL "Premium"	4.75"		51.94	\$66.56	2648.94	\$3,394.56	\$66.56
Each	3	Plus Black	SoFRAMP® KL "Premium" (ADA side transitions)	4.75"		51.94	\$0.00	155.82	\$0.00	\$0.00
Each	4	Plus Black	SoFRAMP® KL "Premium" Outside Corner (2PC UNCUT)	4.75"		103.88	\$133.11	415.52	\$532.44	\$133.11
Each	1	Plus Black	SoFRAMP® KL "Premium" ADA	4.75"		156.46	\$360.01	156.46	\$360.01	\$360.01
Each	135		Adhesive - Tile to Tile (tube)			1.65	\$8.75	222.75	\$1,181.25	\$8.75
Each	5		Bostik Greenfusion Adhesive - Tile to Base			56.80	\$180.00	284.00	\$900.00	\$180.00
Each	31		Polyurethane Foam Sealant			1.17	\$8.00	36.27	\$248.00	\$8.00
Each	2		Special Setup Charge			0.00	\$100.00	0.00	\$200.00	\$100.00

Quote Type: DuraSAFE Installed, Surface Mount
Sub Base Type: Asphalt - scarified per instructions
Area (Sq. Ft.): 2814

Installation Site: George Hall Elementary
Address: 130 San Miguel Way
City / State: San Mateo, CA 94403

Ship To: George Hall Elementary
Address: 130 San Miguel Way
City / State: San Mateo, CA 94403

Installation

Prevailing Wage / Fair Wage - \$53.74

- **Tearout - N/A**
- **Site Preparation - Sub-Base preparation to be provided by others if required.**
- **Installation**
 - Tile Installation - Included
 - Equipment Rental - Bobcat included
 - Waste Bucket - Supplied by others
 - Security - Supplied by others
 - Quotation assumes that the site is easily accessible from the area of unloading.
 - Mobilization - Included

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 \$1200/day fee will be charged for each day that our installers are on site after the agreed upon start date is established and the site is not ready for the installation to begin. 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 San-Mateo Foster City School District accepts the terms and conditions which apply to this quotation.

X

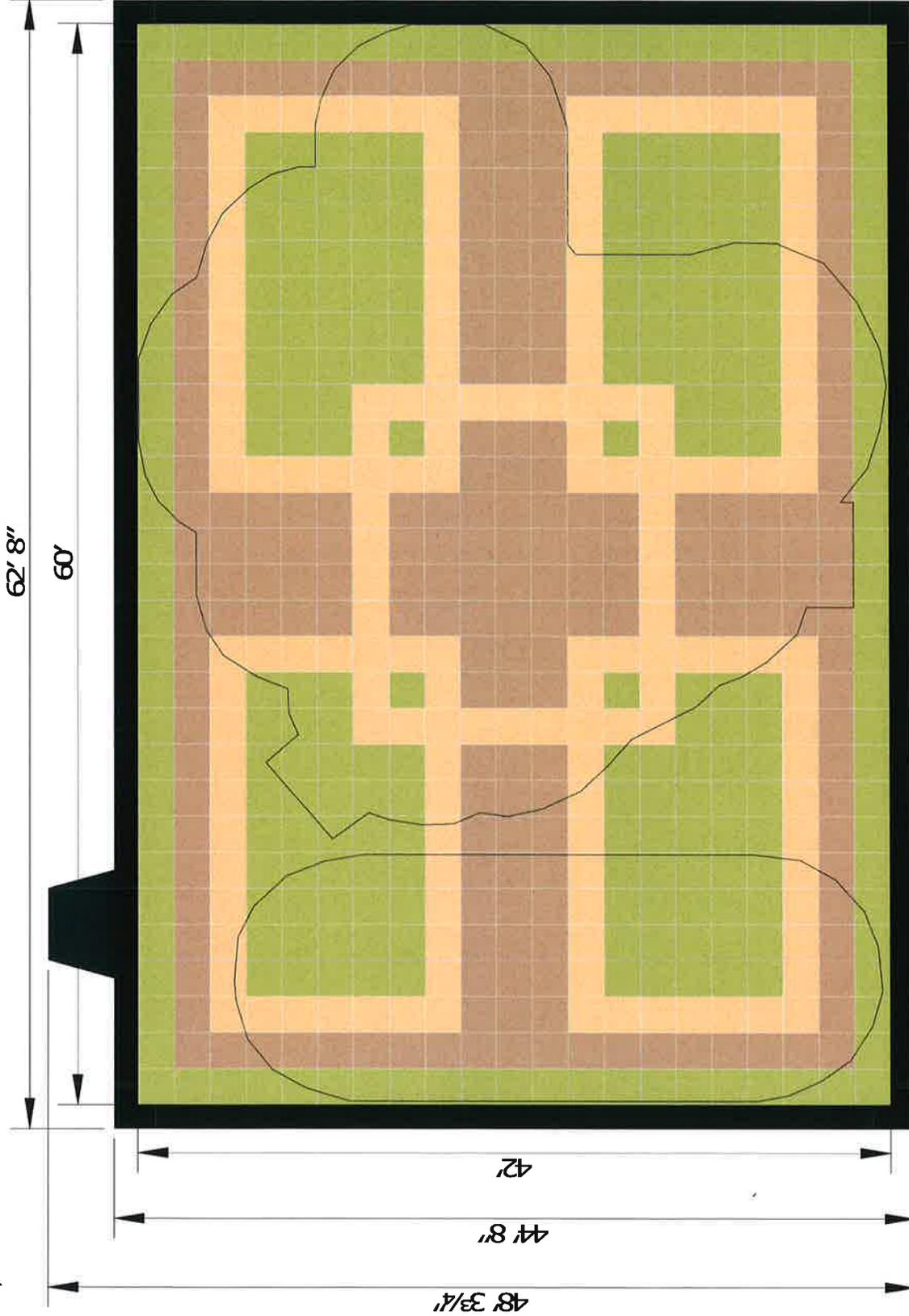
SIGNED

Mark Sherrill

DATE

Tile Layout - Area N° 1 - San-Mateo Foster City SD - George Hall Elementary (George Hall Elementary)

Area (Sq. Ft.): 2814



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: 14	Weight: 30008	Total List Price:	\$48,915.41
Dealer: Peter Druck - Denver, CO		Discount	15.00%
Shipping Options: Need Van, Residential Delivery			(\$6,314.55)
<p><i>This proposal reflects a prevailing wage / fair wage rate of \$33.74 (including fringe). Should the prevailing wage / fair wage requirement be determined to be higher or lower, a revised proposal will be required.</i></p> <p><i>Upon timely completion of the project, soSURFACES 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), soSURFACES 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 soSURFACES 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.</i></p> <p><i>15% Restock fee and shipping for plus tiles. No returns on premium tiles.</i></p> <p><i>The drawings within this quote are based on measurements supplied to soSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not soSURFACES or its dealer) to provide soSURFACES 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 soSURFACES' requirements.</i></p>			
<p>Total (After Third Party Discount):</p> <p>Installation:</p> <p>Shipping and Handling Charge:</p> <p>Sub Total:</p> <p>CA: 6.00%</p> <p>CSANMATEO: 0.25%</p> <p>DSANMATEO: 3.25%</p> <p>Total in USD Funds:</p> <p>Cost per sq.ft.:</p>		<p>\$42,600.86</p> <p>\$17,313.24</p> <p>\$3,670.33</p> <p>\$63,584.43</p> <p>\$2,556.05</p> <p>\$106.50</p> <p>\$1,384.52</p> <p>\$67,631.50</p> <p>\$24.03</p>	

Finance Options Available

- *Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 \$5,018.08 USD
- 2 Year Term: Min. Order = \$25,000.00 \$2,622.19 USD
- 3 Year Term: Min. Order = \$35,000.00 \$1,834.42 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. - Lockbox 19173 Dept CH 19173 Palatine, IL 60055-9173

FOR COURIERED US PAYMENTS: Sof Surfaces Inc. - Lockbox 19173 5505 N Cumberland Avenue, STE 307 Chicago, IL 50656-1471

FOR CANADIAN PAYMENTS: Sof Surfaces Inc. 4393 Discovery Line Petrolia, ON, N0N 1R0



Undersigned for San-Mateo Foster City School District accepts the terms and conditions which apply to this quotation.



SIGNED

Mark Sherrill

DATE

Quote valid for 60 days.

