

Board Office Use: Legislative File Info.	
File ID Number	12-2622
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2586
Enactment Date	10/10/12 O.S.



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 10, 2012

Subject Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

Name	Total	Fund	P.O.	Site	Date	City
Advanced Voice & Data	\$4,468.26	Measure B	P.O.	Highland New Classroom Building	6-28-2012 thru 7-6-2012	Concord
ALMA Strategies	\$14,850.00	Measure B	P.O.	Fremont HS	6-1-2012 thru 5-31-2013	San Francisco
Approved Maintenance	\$800.00	Developer Fees	P.O.	La Escuelita Educational Center	9-5-2012 thru 12-31-2012	Oakland
Associates Comfort Systems	\$9,100.00	Special Revenue Fund	P.O.	Various Move Management	7-1-2012 thru 12-31-2012	San Leandro
BA Morrison	\$2,000.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-20-2012 thru 12-30-2012	Castro Valley
Bayside Pest Control	\$15,660.00	Developer Fees	P.O.	Facilities	7-1-2012 thru 6-20-2013	El Cerrito
Bobbie's Permit Service	\$5,563.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-9-2012 thru 10-18-2012	Coarsegold
California Department of Education	\$8,498.89	Measure B	P.O.	Highland New Classroom Building	9-13-2012 thru 12-30-2012	Sacramento
CDW Government	\$65,859.19	Developer Fees	P.O.	La Escuelita Educational Center	8-15-2012 thru 10-15-2012	Chicago, IL
CDW Government	\$67,205.05	Measure A	P.O.	La Escuelita Educational Center	8-15-2012 thru 10-15-2012	Chicago, IL
CEL	\$6,510.00	Measure B	P.O.	Piedmont Portable Installation	7-30-2012 thru 9-1-2012	San Ramon



OAKLAND UNIFIED SCHOOL DISTRICT

Clark's Home & Garden, Inc.	\$1,988.49	County School Facilities Fund	P.O.	King Estates Seismic Retrofit AB-300	8-28-2012 thru 2-28-2013	Hayward
Comco Sheet Metal Company, Inc.	\$7,013.13	Special Revenue Reserve	P.O.	Marshall School	9-12-2012 thru 11-12-12	Oakland
Commercial Systems	\$4,388.00	Measure B	P.O.	Urban Promise Multi-Purpose Building	5-20-2012 thru 8-1-2012	San Carlos
Corovan	\$74,472.54	Special Revenue Reserve	P.O.	Lakeview (School Closure)	8-1-2012 thru 6-30-2012	Poway
Creation Engine, Inc.	\$869.73	Measure A	P.O.	Facilities	9-11-2012 thru 10-11-2012	Mountain View
Del Monte Electric Co.	\$7,500.00	Measure B	P.O.	Montera MS Modernization	8-23-2012 thru 12-30-2012	Dublin
DGC Services	\$3,200.00	Measure B	P.O.	Jefferson New Building	7-30-2012 thru 11-30-2012	Dublin
Douglas Parking	\$2,650.00	Special Revenue Fund	P.O.	Lakeview ES	5-1-2011 thru 6-30-2012	Oakland
Energy Systems	\$768.00	Developer Fees	P.O.	La Escuelita Educational Center	6-19-2012 thru 8-19-2012	Stockton
Eric Thomas & Associates	\$7,900.00	Measure A	P.O.	Facilities	8-15-2012 thru 8-15-2012	Grand Ledge, MI
Eric Young	\$375.00	Measure A	P.O.	Facilities	6-27-2012	Oakland
Eric Young	\$150.00	Measure A	P.O.	Facilities	8-3-2012 thru 8-3-2012	Oakland
Eric Young	\$1,200.00	Measure A	P.O.	Facilities	8-10-2012 thru 8-10-2012	Oakland
Fire Alarm Security Services	\$984.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-27-2012 thru 8-27-2014	Aptos
First Alarm	\$2,480.00	County School Facilities	P.O.	La Escuelita Educational Center	8-1-2012 thru 10-1-2012	San Jose
First Alarm	\$3,867.00	Measure B	P.O.	La Escuelita Educational Center	9-6-2012 thru 11-6-2012	San Jose
Gary Doupnik Manufacturing	\$39,000.00	Measure B	P.O.	Lowell Modernization	6-25-2012 thru 7-2-2013	Loomis
Globe Plumbing Supply Co.	\$1,871.77	Developer Fees	P.O.	La Escuelita Educational Center	6-19-2012 thru 8-19-2012	Oakland
Graham Tree Service, Inc.	\$12,000.00	Developer Fees	P.O.	La Escuelita Educational Center	7-5-2012 thru 9-5-2012	San Leandro
High-Tech Electric	\$9,093.00	Developer Fees	P.O.	La Escuelita Educational Center	8-10-2012 thru 9-30-2012	Clovis
High-Tech Electric	\$10,350.00	Country School Facilities	P.O.	La Escuelita Educational Center	9-4-2012 thru 12-31-2012	Clovis



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	J&R Fence, Inc.	\$1,800.00	Measure B	P.O.	Grass Valley ES Portable Installation	9-6-2012 thru 12-31-2012	San Leandro
	Larm's Building & Garden Supply, Inc.	\$111.73	Developer Fees	P.O.	La Escuelita Educational Center	6-20-2012 thru 8-20-2012	Oakland
	Lee's Signs	\$835.20	Measure B	P.O.	Madison Football and Multi-Use Field	7-23-2012 thru 9-23-2012	Oakland
	Mobile Modular Management Corp.	\$1,250.00	Measure B	P.O.	Piedmont Portable Installation for Library and Science Room	7-19-2012 thru 8-1-2012	Livermore
	North American Fence & Railing, Inc.	\$750.00	Measure B	P.O.	Roosevelt MS Modernization	8-21-2012 thru 6-1-2012	Oakland
	Optus, Inc.	\$164.43	Developer Fees	P.O.	La Escuelita Educational Center	6-19-2012 thru 8-19-2012	Jonesboro, AR
	PG&E	\$1,165.24	Measure B	P.O.	Montclair Interim Housing	8-2-2011 thru 8-1-2012	Stockton
	Ray's Electric	\$49,000.00	Measure B	P.O.	Piedmont Portable Installation for Library and Science Room	7-2-2012 thru 12-31-2012	Oakland
	Ray's Mobile Modular Service	\$2,400.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-1-2012 thru 9-30-2012	Bryon
	Redgwick Construction	\$19,320.00	Measure B	P.O.	Sobrante Park Modernization	8-16-2012 thru 10-15-2012	Oakland
	Redwood Engineering Construction	\$49,900.00	Measure B	P.O.	Grass Valley ES Portable	6-14-2012 thru 12-30-2012	Redwood City
	Reed Brothers	\$675.00	Developer Fees	P.O.	Metwest Educational Center	8-15-2012 thru 10-15-2012	Oakland
	Robles Communications, Inv.	\$5,037.50	Special Revenue Fund	P.O.	Melrose Leader Academy	8-2-2012 thru 10-2-2012	San Leandro
	SGL Construction Mangement	\$19,999.00	Developer Fees	P.O.	Metwest Educational Center	7-20-2012 thru 9-20-2012	Pasadena
	SJ General Building Maintenance Inc.	\$2,250.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-1-2012 thru 12-1-2012	San Jose
	Summerhill Electric	\$4,210.00	Measure B	P.O.	Jefferson CDC Fire Alarm Replacement	7-12-2012 thru 1-14-2013	Oakland
	Urban Design Consulting	\$18,920.00	Measure B	P.O.	Sobrante Park Modernization	8-15-2012 thru 12-31-2012	Oakland
	Urban Design Consulting	\$15,350.00	Measure B	P.O.	Washington Modernization	8-15-2012 thru 12-31-2012	Oakland



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	<i>Valley Carports</i>	\$27,890.00	Measure B	P.O.	<i>Havenscourt New Cafeteria & Classroom Building</i>	<i>9-10-2012 thru 6-30- 2013</i>	<i>Tulare</i>
	<i>Your all Day Everyday Janitorial Service</i>	\$16,790.00	Developer Fees	P.O.	<i>La Escuelita Educational Center</i>	<i>9-4-2012 thru 12-31- 2012</i>	<i>San Francisco</i>

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

**OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM**

DATE SUBMITTED: 7/18/2012
SUBMITTED BY: Kenya Chatman

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input checked="" type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

Vendor Number: V05067
Fiscal Year: 2012-2013
P.O. Under \$50K: MB92
Date Processed: 8-2-2012
To: MB92 To DR:

[Signature] Timothy E. White Asst. Superintendent Date
[Signature] Tadashi Nakadegawa Facilities Director Date 7/18/12

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Piedmont Portable Installation for Library & Science Room	Project No:	07145
Vendor Name:	Mobile Modular Management Corp.	Vendor Contact:	Danielle Heller
Vendor Phone Number:	(925) 606-9000	Vendor Mailing Address:	5700 Las Positas Rd. Livermore, CA 94550
Agreement Start and Stop Dates:	Start: 7/19/2012 Stop: 8/1/2012	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$1,250.00 Revised Contract Amount: \$0.00
Has Work Started?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes give an explanation:</i>	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: <u> </u>
Certificate of Insurance Attached	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date provided:	<u> </u>

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For Construction Contracts >\$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) *(Attach Bid Documents)*
- 2) Date(s) of Bid Advertisement - *6) Performance Bonds Attached*
- 3) Date of Bid Opening - *7) Payment Bonds Attached*
- 4) Name of Architect - *(Sections 6 and 7 to be completed by Contract Administration department)*
- 5) Liquidated damages per day - \$

Scope of Work: *(Needed to prepare Executive Summary)* Open and Close up Building for Inspection.
Please attach separately along with Vendor proposal.

Discussion Info: *(Needed to prepare Executive Summary)* and what is the benefit to Students) Add additional pages as needed
Building placed and installed with ISA inspection

Introduction Date 10-10-2012
Enactment No. 12-2586
Funding Source:
Enactment Date 10/10/12
Budget Number:

RECEIVED
8-2-2012

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, ... legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	✓
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.MobileModularRents.com

Sale Agreement
 Contract: 210010899.1
 Date Printed: 07/18/2012

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 955 High Street Attn: Eric Scheuermann Oakland, CA 94601	Site Information: Piedmont Avenue Elementary School 4314 Piedmont Ave Piedmont, CA 94611	Questions? Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Direct Phone: (925) 453-3124 All other inquiries: (925) 606-9000
Customer PO/Reference: Inspector Exp: // By:		

Product Information

Qty	Purchase Price	Extended Purchase Price	Taxable
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	Qty	Charge Each	Total One Time	Taxable
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Charges Upon Delivery:

Open and Close up Building for Inspector	1	\$1,250.00	\$1,250.00	N
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Tax: \$0.00

Total Sales Price Including Tax: \$1,250.00

Special Notes

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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The Supplemental Sale Terms and Conditions and Additional Advisory Information provisions are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be reviewed in the e-Customer Services section of the Seller's web site at (<http://www.MobileModularRents.com/ContractTerms>). The Buyer hereby confirms that he/she has read in its entirety and understands the Supplemental Sale Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

• The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as seller (the "Seller") and buyer ("Buyer", as described above in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Agreement Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Buyer.

<p>SELLER: Mobile Modular Management Corporation</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>BUYER: Oakland USD</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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ATTACHMENT A

SALE AGREEMENT TERMS AND CONDITIONS

*Ok; to sign
 [Signature]
 10-1-12*

1. SALE. Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on each Sale Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Sale Agreement, and the sale provisions on the Seller's website at (<http://www.MobileModularRents.com/ContractTerms>) (the "Incorporated Provisions"), to the extent incorporated by reference into such Sale Agreement, together with these Sale Agreement Terms and Conditions, to the extent incorporated by reference into such Sale Agreement, shall constitute a separate and independent sale agreement (a "Sale Agreement") of the Equipment listed in such Agreement under "Product Information".

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "Purchase Price") is set forth on the Sale Agreement. Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price on the date hereof; sixty five percent (65%) two days before the Equipment is scheduled to be delivered to the Site; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment. If any payment under the Sale Agreement is not made on the date when due and payable (including without limitation pursuant to this Section or as indicated on the Sale Agreement), Buyer shall pay Seller interest, at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted by applicable law), on the amount of such overdue payment, until received.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. TIME AND PLACE OF DELIVERY. Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Tires used to deliver the Equipment will be removed and returned to Seller. Buyer warrants that the Site will have: safe access free from encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 1500 psf. Following delivery, Seller will remove all Seller-owned equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, pilot cars, and Site preparation.

4. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between



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Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Sale Agreement and has been accepted by Buyer.

5. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Sale Agreement the serial number and other identification data relating to the Equipment when ascertained by Seller.

6. INSURANCE. Buyer shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value. This coverage will extend to all property of Seller located at the delivery site during the installation. Further, until title to the Equipment has transferred to Buyer pursuant to Section 2(b), Buyer will name Seller as loss payee of the proceeds. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for public liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company satisfactory to Seller and insurance carrier is licensed to do business in the state where the Equipment is being sold, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance policies, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Sale Agreement. Buyer's obligation to provide said insurance will cease once title to the Equipment has transferred to Buyer pursuant to Section 4

7. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

8. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Sale Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Sale Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Sale Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Sale Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

9. GOVERNING LAW. Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

10. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Sale Agreement, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Sale Agreement. Further, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

11. SELLER'S EXPENSES Buyer shall pay Seller all costs and expenses, including attorney fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Sale Agreement.

12. LICENSE AND TRANSFER FEE(S). If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees.

13. MISCELLANEOUS.

(a) **BUYER SOLVENCY.** Buyer hereby represents and warrants that the fair value of the assets of Buyer exceed its liabilities; Buyer is able to pay its debts and liabilities as they become due; and Buyer does not have an unreasonably small amount of capital with which to conduct the business in which it is engaged, as such business is now conducted and is proposed to be conducted.



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Phone: (925) 606-9000 Fax: (925) 453-3201
www.MobileModularRents.com

<p align="center">Sale Agreement</p> <p>Contract: 210010899.1 Date Printed: 07/18/2012</p>

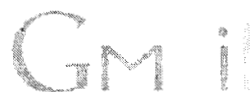
(b) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. No amendment, supplement or modification to the terms of the Sale Agreement shall be valid unless made in a writing signed by both parties hereto, and no waiver of any provision of the Sale Agreement shall be valid unless made in a writing signed by the waiving party. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(c) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Sale Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Sale Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates.

(d) If the law of the State of North Carolina shall apply to the Sale Agreement, the Sale Agreement does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

14. ENTIRE AGREEMENT. The Sale Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Sale Agreement will be eliminated.

Sale Terms and Conditions, Rev. 10/1/08



Kenya Chatman <kenya.chatman@ousd.k12.ca.us>

RE: Charges to Open/Close Building

1 message

Danielle Heller <Danielle.Heller@mobilemodularrents.com>

Wed, Jul 18, 2012 at 11:30 AM

To: Kenya Chatman <kenya.chatman@ousd.k12.ca.us>

Cc: Rock Borton <rock.borton@ousd.k12.ca.us>, Dana Hanson <dana.hanson@mgrc.com>, MARVIN SALTZBERG <mjs777@att.net>

Kenya,

Attached is the revised proposal, which shows no tax. I am not charging you for the new skirting materials which will be required, only the labor for the crew to complete the work.

This is an estimate based on approximately 17 hours of labor. The work includes:

- Pulling deck and ramp away from building and then re-set when completed. The ramp is currently skirted.
- Remove and dispose of skirting on building.
- Remove VCT, floor fill, and plates in 5 locations to expose the floor bolts. – Note that one location is under the sink cabinet and will not be accessible.
- Remove ceiling tiles to expose roof truss bolts. Replace when complete.
- Replace plates, floor fill, and VCT flooring.
- Replace skirting and touch-up paint as needed.

If you have further questions on this, please let me know.

Danielle

From: Kenya Chatman [mailto:kenya.chatman@ousd.k12.ca.us]

Sent: Wednesday, July 18, 2012 8:35 AM

To: Danielle Heller

Cc: Rock Borton; Dana Hanson; MARVIN SALTZBERG

Subject: Re: Charges to Open/Close Building

Danielle,

This proposed price seems high. Also, this price has to be separated between labor and materials. If this is all Labor, why are we being charged a tax? Please confirm

Thanks
Kenya

On Mon, Jul 16, 2012 at 4:40 PM, Danielle Heller <Danielle.Heller@mobilemodularrents.com> wrote:

Kenya,

Here is the quote (at non-prevailing wage) to open up and then close up the building for the inspector to review the foundation.

Please let me know if you have any questions on this.

Thank you,

Danielle Heller

Project Coordinator
Office: 925-606-9000

Direct: 925-453-3131

Cell: 925-605-8706
5700 Las Positas Road
Livermore, CA 94551



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Ms. Kenya Chatman


Project Manager

Oakland Unified School District

(510) 535-7050 office

(510) 535-7042 fax

kenya.chatman@ousd.k12.ca.us

 **Oakland USD - Piedmont - Open and Close Building revised.pdf**
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