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OAKLAND UNIFIED
SCHOOL DISTRICT

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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 12, 2018

Subject Agreement for Return of Portable Buildings - Mobile Modular management Corporation - Washington at Sankofa Finishing Kitchen Project

Action Requested Approval by the Board of Education of an Agreement for Return of Portable Buildings between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to provide labor services to disassemble equipment and transport four(4) leased portables to Mobile Modular’s Yard, in conjunction with the Washington at Sankofa Finishing Kitchen Project, more specifically delineated in the Scope of Services in Exhibit “A”, incorporated herein by reference as though fully set forth, commencing December 26, 2018 and concluding no later than August 31, 2019, in an amount not to exceed \$44,201.40.

Discussion Labor services are needed for the removal of portables.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of an Agreement for Return of Portable Buildings between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to provide labor services to disassemble equipment and transport four(4) leased portables to Mobile Modular’s Yard, in conjunction with the Washington at Sankofa Finishing Kitchen Project, more specifically delineated in the Scope of Services in Exhibit “A”, incorporated herein by reference as though fully set forth, commencing December 26, 2018 and concluding no later than August 31, 2019, in an amount not to exceed \$44,201.40.

Fiscal Impact Fund 21, Measure J

- Attachments**
- Lease Agreement including Quotation
 - Consultant Proposal
 - Certificate of Insurance



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Mobile Modular Management Corp

Project Name: Washington (Sankofa) Finishing Kitchen **Project No.:** 13125

Contract Term: Intended Start: 12/26/2018 Intended End: 8/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$44,201.40

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Removal of the portables is sole sourced to Mobile Modular whom owns the portables This vendor was originally selected in 2013 after solicitation of proposals for the lease agreement.

Summarize the services this Vendor will be providing.

Scope includes labor & equipment to disassemble & transport four (4) leased portable classrooms to Mobile Modular's yard in Livermore. Excludes utility disconnections, fencing removal, asphalt saw cutting to be performed by others.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
 - Special Services** contracts for financial, economic, accounting, legal or administrative services
 - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
 - Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
 - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
 - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
 - Emergency** contracts
 - Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
 - "Piggyback" Contracts** with other governmental entities
 - Perishable Food**
 - Sole Source**
 - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
 - Other, please provide specific exception**
- 3) **Not Applicable - no exception - Project was competitively bid**

AGREEMENT FOR THE RETURN OF PORTABLE BUILDINGS

THIS AGREEMENT is made as of the 26th day of December, 2018, by and between Mobile Modular whose local place of business is at 5700 Las Positas Road, Livermore, CA 94550 hereinafter called "LESSOR" or Mobile Modular and the Oakland Unified School District, hereinafter referred to as "DISTRICT" or "LESSEE", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

RETURN OF TEMPORARY PORTABLE BUILDINGS for

Sankofa Portable Return Project #13125
Sankofa Academy
581 61st Street
Oakland, CA 94607

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, LESSOR and DISTRICT agree as follows:

Article I. Scope of Work

- 1.1 Mobile Modular shall remove/return four (4) 24'X40' Division of State Architect (DSA) portable classrooms located at Sankofa Academy including removal of ramps, handrails, skirting and closure strips for haulage to Mobile Modular's fleet facility in Livermore.
- 1.2 Mobile Modular shall provide all permits necessary for the removal, haulage and trucking of the portables. DISTRICT shall provide street encroachment permit for from school driveway fronting 61st street.

Article II. Architect/Engineer

- ~~2.1 The Project was designed by and specifications furnished by _____ SMEEK Architecture who shall have the rights assigned to Architect/Engineer ("A/E") in the Lease Agreement Documents.~~
- ~~2.2 DISTRICT will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Lease Agreement Documents in connection with completion of Work in accordance with Lease Agreement Documents.~~

Article III. Performance of Work

- 3.1 Work shall commence in accordance with the schedule agreed upon between Mobile Modular and District. Any delay in Mobile Modular's removal/return of the portables is excused only for delays due to fire, flood, windstorm, riot, civil disobedience, strike, Acts of God, or other circumstance beyond Mobile Modular's reasonable control, which Mobile Modular could not anticipate, which shall prevent the removal in the normal course of

business. Mobile Modular is not otherwise excused for delay in the removal of the portables. With respect to work performed on DISTRICT property, DISTRICT agrees and acknowledges that its' Contractor that performed and/ or will be performing a work of construction at the work site is responsible for providing traffic control, access to the work site and a safe work environment. Where no Lease Agreement for construction is underway, DISTRICT is required to provide necessary traffic control, access to the work site and a safe work environment.

Article IV. Lease Agreement Time

- 4.1 The Work will be completed as follows:
Removal/Return Work shall be completed in 4 calendar days commencing on December 26th, 2018 to December 29th, 2018. This agreement ends on August 31, 2019, to allow invoicing cycle.

Article V. Lease Agreement Sum

- 5.1 DISTRICT shall pay Mobile Modular the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents.
The Lease Agreement Sum of Forty Four Thousand, Two Hundred One Dollars and forty cents (\$44,201.40).

Quote #10542868* Removal/ Return Scope:	Qty	Charge Each	Extended Total
Classroom, 24x40 DSA (Item 1002)			
Additional Labor, Rolling on Removal (PW)	1	\$ 850.50	\$ 850.00
Cleaning Fee, Building	2	\$ 125.00	\$ 250.00
Prepare Equipment for Removal (B5) (PW)	1	\$2,822.00	\$2,822.00
Removal, Ramp Skirting (PW)	32	\$ 7.00	\$ 224.00
Return Haulage Lowboy 12 wide Lowboy	2	\$ 684.00	\$ 1,368.00
Return Haulage Permit 12 wide Lowboy	2	\$ 78.00	\$ 156.00
Return Haulage Pilot 12 wide Lowboy	2	\$267.00	\$ 534.00
Service, Forklift on Return (PW)	1	\$1,215.00	\$ 1,215.00
Estimated Sub-Total			\$ 7,419.50
Classroom, 24x40 DSA (Item 1002)			
Additional Labor, Rolling on Removal (PW)	1	\$ 850.50	\$ 850.00
Cleaning Fee, Building	2	\$ 125.00	\$ 250.00
Prepare Equipment for Removal (B5) (PW)	1	\$2,822.00	\$ 2,822.00
Removal, Ramp Skirting (PW)	32	\$ 7.00	\$ 224.00
Return Haulage Lowboy 12 wide	2	\$ 684.00	\$ 1,368.00
Return Haulage Permit 12 wide Lowboy	2	\$ 78.00	\$ 156.00
Return Haulage Pilot 12 wide Lowboy	2	\$ 267.00	\$ 534.00
Estimated Sub-Total			\$6,204.50

#10545422*		Charge	Extended Total

Removal/Return Scope:	Qty	Each	
Classroom, 24x40 DSA (Item 1001)			
Additional Labor, Rolling on Removal (PW)	1	\$ 1,134.00	\$ 1,134.00
Cleaning Fee, Building	2	\$ 125.00	\$ 250.00
Prepare Equipment for Removal (B5) (PW)	1	\$ 2,822.00	\$ 2,822.00
Removal, Ramp Skirting	32	\$ 4.00	\$ 128.00
Removal, Ramp Skirting (PW)	32	\$ 7.00	\$ 224.00
Return Haulage Lowboy 12 wide	2	\$ 684.00	\$ 1,368.00
Return Haulage Permit 12 wide Lowboy	2	\$ 78.00	\$ 156.00
Return Haulage Pilot 12 wide	2	\$ 267.00	\$ 534.00
Service, Forklift On Return (PW)	1	\$ 1,510.00	\$ 1,510.00
Estimated Sub-Total			\$ 8,126.00
Classroom, 24x40 DSA (Item 1001)			
Cleaning Fee, Building	2	\$ 125.00	\$ 250.00
Prepare Equipment for Removal (B5) (PW)	1	\$ 2,822.00	\$ 2,822.00
Removal, Ramp Skirting	32	\$ 4.00	\$ 128.00
Return Haulage Lowboy 12 wide	2	\$ 684.00	\$ 1,368.00
Return Haulage Permit 12 wide Lowboy	2	\$ 78.00	\$ 156.00
Return Haulage Pilot 12 wide Lowboy	2	\$ 267.00	\$ 534.00
Estimated Sub-Total			\$ 5,258.00
TOTAL ESTIMATED REMOVAL/RETURN:			\$27,008.00

*Return Quotation #10545422 and #10542868 include prevailing wages.

Upon return of the portables an inspection will be performed by LESSOR. LESSEE will be responsible for all costs associated with damages (beyond normal wear and tear) and will be billed accordingly. This agreement includes an estimated ALLOWANCE of \$8,000 as follows:

Portable Classrooms	Qty	Estimated Wear & Tear
Classroom 24X40 ID#40621	1	\$2,000
Classroom 24X40 ID#40743	1	\$2,000
Classroom 24X40 ID#40930	1	\$2,000
Classroom 24X40 ID#40936	1	\$2,000
ESTIMATED TOTAL		\$8,000

Remaining rent due will be paid upon execution of this agreement as follows:

Portable Classrooms	Qty	Monthly Rent	Months	Total Mo.	Extended Monthly Rent
Classroom 24X40 ID#40621	1	\$603.00	Sep. 2018 – Dec. 2018	4	\$2412.00
Classroom 24X40 ID#40743	1	\$575.35	Sep. 2018 – Dec. 2018	4	\$2301.40
Classroom 24X40 ID#40930	1	\$560.00	Sep. 2018 – Dec. 2018	4	\$2240.00
Classroom 24X40 ID#40936	1	\$560.00	Sep. 2018 – Dec. 2018	4	\$2240.00
TOTAL MONTHLY RENT					\$9193.40

- 5.2. The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT'S use. In compensation for said use, LESSOR shall be due the Lease Agreement sum identified in section 5.1 of this Lease Agreement and, from the date of the execution of this Lease Agreement, said compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of the first month. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given. Commencing on the date of execution of this agreement, LESSEE shall pay a charge or ten percent (10%) per annum on rental payments due under this Lease Agreement that are thirty (30) days or more past due. District shall pay for all charges for removal of the modular buildings Net 30 days from date of LESSOR'S invoice(s) for same. LESSOR shall not issue any such invoice(s) until all work related to the removal of the modular buildings has been completed.

Article VI. Lease Term

- 6.1 The duration of the Lease term for each portable unit at Sankofa Academy will be from October 2018 and ending in November 2018. Project Schedule for the portables where the site plans have been completed and delivered to Mobile Modular and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Mobile Modular the duration of the Lease Term will begin upon delivery of the site plans to Mobile Modular and installation of the portable at the DISTRICT site by Mobile Modular. Said term shall be referred to as the "Lease Term",

The term of this Lease shall include the partial month, if any, immediately preceding the first full calendar month of this year, unless terminated in accordance with the terms set forth herein.

- 6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Mobile Modular that said month-to-month extension shall be terminated. However, the total term of the lease, including any lease extension shall not be extended without the authorization of the DISTRICT Timothy White, Deputy Chief of Facilities, Planning and Management. DISTRICT's written notification of termination of the month-to-month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at Sankofa Academy shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by Mobile Modular.

Article VII. Compensation

- 7.1 DISTRICT shall pay Mobile Modular the Lease Agreement sum for completion of Work and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be **Forty Four Thousand Two**

Hundred One dollars and Forty cents (\$44,201.40), and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work listed in this Agreement. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

Article VIII. Lease Agreement Documents

- 8.1 The Lease Agreement Documents which comprise the entire agreement between DISTRICT and LESSOR concerning the Work consist of this Agreement and shall not be modified except by written agreement between the parties

Article IX. District Approval of Work

- 9.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise LESSOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

Article X. Prevailing Wages

- 10.1 Return Quotation #10545422 and #10542868 include prevailing wages to be verified by submission of certified payroll for review by the District.
- 10.2 Not applicable, omitted.

Article XI. Inspection of Work/Defective or Damaged Work

- ~~11.1 DISTRICT shall inspect the materials, equipment and work provided by Mobile Modular within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by Mobile Modular hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to Mobile Modular in the same condition as it was delivered less any normal wear and tear.~~
- ~~11.2 Mobile Modular shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to Mobile Modular, have the authority to deduct the cost there from any compensation due or to become due to Mobile Modular. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.~~

Article XII. Warranty

- 12.1 Mobile Modular hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship

and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Mobile Modular for Mobile Modular's breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on Mobile Modular. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Mobile Modular's risk and returned to Mobile Modular at Mobile Modular's expense. Defects are not waived by acceptance of goods or by failure to notify Mobile Modular thereof

- 12.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of Mobile Modular and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States

Article XIII. Warranty of Title

- 13.1 Under no circumstances shall title to the modular buildings transfer from LESSOR to DISTRICT.

Article XIV. District's Rights and Remedies for Default

- 14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Mobile Modular its' allowable costs incurred to date of termination and those costs deemed necessary by Mobile Modular to effect termination. In the event that Mobile Modular at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Mobile Modular only its' allowable costs to date of the termination.
- 14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be cured within ten (10) working days, the DISTRICT and Mobile Modular shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Mobile Modular only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.
- 14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from Mobile Modular for public education purposes and the removal of the portable classrooms, for any reason, must be coordinated with DISTRICT's academic schedule to avoid disruption of the District's delivery of public education and related public education operations. Accordingly, Mobile Modular may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within thirty (30) working days

(or such other reasonable period as the Mobile Modular may authorize in writing) of receipt of notice from the Mobile Modular cure such breach or violation. In the event that Mobile Modular elects to terminate the Agreement, Mobile Modular may remove its portable buildings and shall coordinate the removal of its portable buildings with DISTRICT to avoid or minimize any disruption of classes or public education operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with Mobile Modular in the scheduling of the removal of portable buildings in the event of DISTRICT's default under the agreement. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by Mobile Modular and DISTRICT to effect termination.

Article XV. Failure to Complete Lease Agreement - Effect

- 15.1 In case of failure on the part of Mobile Modular to complete its' Lease Agreement within the specified time or a mutually agreed upon and authorized extension thereof, in accordance with the notice requirements of Section 1.1, Default, the Lease Agreement may be terminated and DISTRICT shall in such event not thereafter pay or allow Mobile Modular any further compensation for any labor, materials or equipment furnished by him under such Lease Agreement; and DISTRICT may proceed to complete such LEASE AGREEMENT either by re letting or otherwise, and Mobile Modular and his bondsmen shall be liable to DISTRICT for all loss or damage which it may suffer on account of Mobile Modular's failure to complete its' Lease Agreement.

Article XVI. Damages

- 16.1 The DISTRICT shall remain liable for all risk of loss, damage or destruction to the modular buildings until such time that they are removed from the site location by LESSOR'S authorized representatives, except to the extent that any such loss, damage or destruction is caused by LESSOR, its subcontractors, employees or other representatives or from defects in the modular buildings.

Article XVII. Liquidated Damages

- 17.1 Omitted

Article XVIII. Effect of Extensions of Time

- 18.1 Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or anyone of the aforementioned, will not operate as a release to Mobile Modular or the surety on Mobile Modular's faithful performance bond from said guarantee, if any bond is required.

Article XIX. Performance Bond

- 19.1 This section is not applicable to Lease Agreements where portable building(s) have already been installed.

Article XX. Payment Bond

- 19.2 This section is not applicable to Lease Agreements where portable building(s) have already been installed or is rented.

Article XXI. Indemnification

- 21.1 With respect to the willful misconduct, negligent acts or omissions of Mobile Modular, or its' employees, officers, agents, or subcontractors only, Mobile Modular shall indemnify, keep and hold harmless, the DISTRICT, its' directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by Mobile Modular its ,employees, officers, agents or sub contractors whether or not it shall be claimed that the injury was caused through a negligent act or omission of or its' employees; and Mobile Modular shall, at its' expense pay all reasonable charges of attorneys and all reasonable costs and other expenses arising there from or incurred in connection therewith, and if any judgments shall be rendered against the DISTRICT its' directors officers, employees and/or agents in any such action, Mobile Modular shall at its' expense satisfy and discharge the same.
- 21.2 With respect to the willful misconduct, negligent acts or omissions of DISTRICT its' employees, officers, agents, subcontractors or attendees, DISTRICT shall indemnify, keep and hold harmless, Mobile Modular, its directors, officers, employees, subcontractors and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the buildings (or any item provided with the buildings) under this Agreement caused by DISTRICT, its' employees, officers, agents, subleasees, or subcontractors or attendees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of DISTRICT or its' employees, officers, agents, subcontractors, or attendees; DISTRICT shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against Mobile Modular's its' directors, officers, employees and/or agents in any such action, DISTRICT shall at it's expense satisfy and discharge the same.

Article XXII. Infringement of Patents

- 22.1 Mobile Modular agrees that he will at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to Mobile Modular prompt notice in writing of the institution of the suit or proceedings and permits Mobile Modular through his counsel to defend the same and gives Mobile Modular information, assistance and authority to enable Mobile Modular to do so.

Article XXIII. Assignment and Delegation

- 23.1 Mobile Modular shall neither delegate any duties or obligations under this LEASE AGREEMENT nor assign, transfer, convey, sublet or otherwise dispose of the Lease Agreement or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

Article XXIV. Equal Employment Opportunity

- 24.1 In connection with the performance of this Agreement Mobile Modular shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, sexual orientation or national origin.

Article XXV. Environmental and Safety Health Standards Compliance

- 25.1 Mobile Modular shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. Mobile Modular shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Lease Agreement.

Article XXVI. Hazardous Chemicals and Wastes

- 26.1 Mobile Modular shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of Mobile Modular or any subcontractors during the course of performance of this Lease Agreement. Mobile Modular shall immediately report any such release to the DISTRICT Project Manager. Mobile Modular shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT, its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including the DISTRICT.

Article XXVII. Insurance

- 27.1 If Mobile Modular employs any person to perform work in connection with this Lease Agreement, Mobile Modular shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- 27.2 Prior to commencement of work under this Lease Agreement by any such employee, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits, shall be given to DISTRICT.

- 27.3 Bodily Injury, Death and Property Damage Liability Insurance.
- 27.4 Mobile Modular shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance and Automobile Liability Insurance covering Mobile Modular and DISTRICT for liability arising out of the operations of Mobile Modular and any subcontractors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of Mobile Modular in the performance of work under this Lease Agreement, the policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000), naming as an additional insured, in connection with Mobile Modular's activities, the DISTRICT, and its' directors, officers, employees and agents. The insurer(s) shall agree that its' policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.
- 27.5 Inclusion of DISTRICT as an additional insured shall not in any way affect its' rights with respect to any claim, demand, suit or judgment made, brought or recovered against Mobile Modular. The policy shall protect Mobile Modular and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.
- 27.6 Prior to commencement of work hereunder, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal, or reduction in limits shall be given to DISTRICT.

Article XXVIII. Self-Insurance.

- 28.1 Omitted.

Article XXIX. Audit and Inspection of Records

- 29.1 During the term of this Agreement, Mobile Modular shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents specifically relating to this Lease Agreement at all reasonable times.

Article XXX. Notices

- 30.1 All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager, Mary Ledezma and Mobile Modular's Project Manager. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Oakland Unified School District
Director of Facilities Planning and Management
955 High Street
Oakland, CA 94601
Attention: Mr. Timothy E. White

If to Mobile Modular:
Mobile Modular
5700 Las Positas Road
Livermore, CA 94550
Tel: 925-606-9000
Fax: 925-606-453-3201
Attention: Dana Hanson

- 30.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

Article XXXI. District Representative

- 31.1 Except when approval or other action is required to be given or taken by Timothy White, Deputy Chief of Facilities, Planning and Management of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT
- 31.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of DISTRICT or acting as an employee or representative of DISTRICT, liable on this Lease Agreement, or upon any warranty of authority, or otherwise.

Article XXXII. Clayton Act and Cartwright Act

- 32.1 In entering into a public works Lease Agreement or a subLease Agreement to supply goods, services or materials pursuant to a public works Lease Agreement, or subcontractors offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Lease Agreement or the subLease Agreement
- 32.2 This assignment shall be made and become effective at the time DISTRICT tenders final payment to the Mobile Modular without further acknowledgment by the parties.

Article XXXIII. DSA Construction Reports

33.1 LESSOR shall provide to the District all documents required for compliance with and substantiating LESSOR'S compliance with the applicable local, state and federal laws and regulations, including such documents, which are necessary and which may be required for submission to the Department of the State Architect in connection with the use of portable buildings for public education. LESSOR shall provide accurate and complete reports and records regarding the portable buildings leased under this Agreement for reporting to the State of California and the Department of the State Architect.

Article XXXIV. Miscellaneous Provisions

All terms and conditions required by law are deemed part of the Lease Agreement.

GOVERNING LAW This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California Law.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written with respect to the lease of the Premises. This Lease may be modified or amended in writing, if the party obligated under the amendment signs in writing.

SEVERABILITY. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



Tadashi Nakadegawa
Director, Facilities Planning & Management



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

Return Quotation

Return Quotation #: 10542868
 Contract: 210013895
 Date of Quote: 09/11/2018
 Date Return Requested: 11/19/2018

Customer & Site Information		Mobile Modular Contact
Customer Information: Contact: Mary Ledezma Phone: (510) 499-4447 Fax:	Site Information: Oakland USD 581 61st Street Washington Elem. Oakland, CA 94609 Contact: Mary Ledezma Phone: (510) 499-4447 Fax: Email: Cell:	Questions? Please Contact: Sarah Hurtubise sarah.hurtubise@mmm-rents.com Phone: (925) 606-9000 Fax: (925) 453-3201
Customer PO/Reference: Washington IH- Rev 1		

Item & Description	Qty	Charge Each	Extended Total
Classroom, 24x40 DSA (Item1002)			
Additional Labor, Rolling On Removal (PW)	1	\$850.50	\$850.50
Cleaning Fee, Building	2	\$125.00	\$250.00
Prepare Equipment For Removal (B5) (PW)	1	\$2,822.00	\$2,822.00
Removal, Ramp Skirting (PW)	32	\$7.00	\$224.00
Return Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00
Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	\$267.00	\$534.00
Service, Forklift On Return (PW)	1	\$1,215.00	\$1,215.00
		Building Total	\$7,419.50
Classroom, 24x40 DSA (Item1002)			
Additional Labor, Rolling On Removal (PW)	1	\$850.50	\$850.50
Cleaning Fee, Building	2	\$125.00	\$250.00
Prepare Equipment For Removal (B5) (PW)	1	\$2,822.00	\$2,822.00
Removal, Ramp Skirting (PW)	32	\$7.00	\$224.00
Return Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00
Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	\$267.00	\$534.00
		Building Total	\$6,204.50
Estimated Total:			\$13,624.00

E-Code Verification

Please verify that these are the e-codes to be returned: 63323,63324 / 62974,62975

Special Notes

Special Terms & Important Contractual Information

- Scope of work to include: The removal, disassemble equipment and transport (4) leased portables to Mobile Modular yard.
- Estimated Total does not include rent due.
- Quote is valid for 30 days.
- Quote does not include any charges that may be appropriate for an un-level or obstructed site.
- Unless otherwise noted, customer is responsible for the removal of any electrical connections, phone lines, plumbing, furniture, sprinklers, decking, or extra labor due to site conditions.

g- accordingly.
 • Please note: scope of work is to disassemble equipment and transport (4) leased portables to MM Yard.
 wages:
 NOTE: PREVIOUS WAGES INCLUDED AS REFERENCED ABOVE
 M. LEDEZMA, OUSO



ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Oakland USD

ADDRESS: 955 High Street Oakland CA 000000

Named Insured Continued:

Mobile Facilities, Inc.

DBA: Mobile Modular Portable Storage

TRS-Rentelco, Inc.

DBA: TRS Environmental

McGrath 180, LLC

Space-Co. Corporation



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name	Washington (Sankofa) Finishing Kitchen	Site	210
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information

Contractor Name	Mobile Modular Management Corp	Agency's Contact	Sarah.Hurtubise@mmmc-rents.com
OUSD Vendor ID #	002892	Vendor Title:	
Address	5700 Las Positas Road Livermore, Ca. 94551	Telephone	9254533201
		Policy Expires:	
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes	
OUSD Project #	13125		

Term

Date Work Will Begin	12/13/2018	Date Work Will End By (not more than 5 years from start date)	8/31/2019
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Compensation

Total Contract Amount		Total Contract Not To Exceed	\$44,201.40
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	




Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9350/9561	Fund 21, Msr J	210-9350-0-9561-8500-6250-161-9180-9905-9999-99999	6250	\$44,201.40

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management				
	Signature		Date Approved	11/20/18	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved		
3.	Deputy Chief, Department of Facilities Planning and Management				
	Signature	 for Tim Wile	Date Approved	11/20/18	
4.	Senior Business Officer, Board of Education				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		