

Board Office Use: Legislative File Info.	
File ID Number	18- 2474
Introduction Date	12-12-2018
Enactment Number	18-1824
Enactment Date	12/12/18 OS



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

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 Purchase of Portable Buildings - Mobile Modular Management Corporation - Claremont LLB Phase I Demolition of Old Cafeteria Project

Action Requested Approval by the Board of Education of an Agreement for the Purchase of Portable Buildings ... between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to sell to the District two portable units already in place at site: one 48'x40' and one 24'x40', in conjunction with the Claremont LLB Phase I Demolition of Old Cafeteria Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing December 13, 2018 and concluding no later than September 24, 2019, in an amount not to exceed \$130,000.00.

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 the Purchase of Portable Buildings ... between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to sell to the District two portable units already in place at site: one 48'x40' and one 24'x40', in conjunction with the Claremont LLB Phase I Demolition of Old Cafeteria Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing December 13, 2018 and concluding no later than September 24, 2019, in an amount not to exceed \$130,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Purchase 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. 18-2474

Department: Facilities Planning and Management

Vendor Name: Mobile Modular Management Corp.

Project Name: Claremont LLB Ph 1 Demo of Old Cafeteria **Project No.:** 15127

Contract Term: Intended Start: 12/13/2018 Intended End: 9/24/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$130,000.00

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?

Equipment is currently on site.

Summarize the services this Vendor will be providing.

Scope includes the procurement of two interim housing portable units already in place at the Claremont site: one 48'x40' unit at \$81,522.00 and one 24'x40' unit at \$43,470.00. The total cost for both totals \$124,992. We have outstanding invoices that is not included in this total for previous months unpaid.

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 PURCHASE OF PORTABLE BUILDINGS FROM MOBILE
MODULAR TO THE OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made as of the **13th 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 "PURCHASER" or Mobile Modular and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

PURCHASE OF TEMPORARY PORTABLE BUILDINGS for

Claremont LLB Phase I Demolition of Old Cafeteria Project
At
Claremont Middle School
5750 College Avenue
Oakland, CA 94618
Quotation Reference:

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

Article I. Scope of Work

- 1.1 Mobile Modular shall sell to the District two (2) interim housing portable units already in place at the Claremont site and currently leased to the DISTRICT on Lease Agreement number 210024379: (1) 48' x 40' unit (Building ID 45482, 2003 Aurora Modular, Serial Numbers 37881, 37882, 37883, and 37884) and (1) 24' x 40' unit (Building ID 51281, 2004 American Modular, Serial Numbers 04-906-435A and 04-906-435B), (collectively, hereinafter the "Portables").
- 1.2 DISTRICT shall provide all permits for the installation, assembly and occupancy of the Portables.

Article II. Architect/Engineer

- ~~2.1 The Project has been designed by and specifications furnished by Vila/Tulum JV who shall have the rights assigned to Architect/Engineer ("A/E") in the Purchase 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 Purchase Agreement Documents in connection with completion of Work in accordance with Purchase Agreement Documents.~~

Article III. Performance of Work — Intentionally omitted

3.1 ~~Work shall commence immediately upon Mobile Modular acceptance and receipt of this Agreement from District. Any delay in Mobile Modular's delivery of the portables is excused only for delays in delivery 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 making of deliveries in the normal course of business. Mobile Modular is not otherwise excused for delay in delivery 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. Purchase Agreement Time

4.1 Purchase Agreement Duration: commencing **December 13, 2018 and ending on January 14, 2019. This agreement ends on September 24, 2019 to allow for invoicing cycle. The DISTRICT acknowledges and agrees that rent will continue to be due under Lease Agreement 210024379 until such time that the Purchase Agreement Sum has been paid in full to Mobile Modular. * Which is included in the Purchase amount of \$130,000.00.**

Article V. Purchase Agreement Sum

5.1 DISTRICT shall pay **Mobile Modular** the Purchase Agreement Sum for the purchase of the Portables in accordance with this Purchase Agreement Documents. The Purchase Agreement Sum of **One hundred thirty thousand, dollars no/100 (\$130,000.00).**

Charges Upon Return:	Qty	Charge Each	Total One-Time Taxable

- 5.2. The parties understand and agree that this Purchase Agreement has been prepared with the input and review of Mobile Modular and DISTRICT in order to memorialize the DISTRICT's purchase of the Portables from Mobile Modular. In compensation for said purchase, Mobile Modular shall be due the Purchase Agreement sum identified in section 5.1 of this Purchase Agreement and, from the date of the execution of this Purchase Agreement, said compensation shall be paid as a monthly rental fee and shall be paid in full as a one-time charge of a flat fee of **One Hundred Thirty Thousand Dollars and No/100 (\$130,000.00)**. The payment shall be paid to Mobile Modular at the address to which notices to Mobile Modular are given. The DISTRICT understands and agrees that the DISTRICT shall maintain responsibility for all obligations set forth in Lease Agreement 210024379 and the purchase of the Portables shall not be finalized until such time that the DISTRICT pays the Purchase Agreement Sum in full

~~6.1 The duration of the Purchase term for each portable unit at **Claremont LLB Phase I Demolition of Old Cafeteria Building Project** will be from **December 2018 and ending in September 2019.** 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 Purchase 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 "Purchase Term",~~

~~The term of this Purchase 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 Purchase 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 Purchase 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 purchase extension shall not extend beyond a period of **28 Days** 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 Purchase 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 Purchase Term is extended, the compensation for rental at each separate portable at 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 Purchase Agreement sum for the purchase of the Portables. The Purchase Agreement Sum shall be **One Hundred Thirty thousand, and no/100 (\$130,000.00)**, which sum is the total and complete purchase fee for the Purchase of the Portables.~~

Article VIII. Purchase Agreement Documents

~~8.1 The Purchase Agreement Documents which comprise the entire agreement between DISTRICT and Mobile Modular concerning the purchase of the Portables consist of this Agreement and shall not be modified except by written Agreement between the parties.~~

~~**Article IX. District Approval of Work — Intentionally omitted**~~

~~9.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise PURCHASER'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- Intentionally omitted

~~10.1 Not applicable, omitted.~~

~~10.2 Not applicable, omitted.~~

Article XI. Inspection of Work/Defective or Damaged Work — Intentionally omitted

~~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 The Portables purchased by the DISTRICT hereunder, in addition to any associated ramps, stairs, roofs, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto (collectively, the "Equipment"), are sold "AS-IS" and "WHERE-IS" and Mobile Modular makes no warranties or representations, either express or implied, relating to the Equipment, including without limitation, the condition thereof, its merchantability or its fitness for any particular purpose, any warranty against infringement or otherwise, except as to title.

~~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 Mobile Modular shall warrant to DISTRICT, its' successors and assigns, that the title to the Equipment sold under this Purchase Agreement, is free from all liens and encumbrances.

~~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 All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the LESSOR or any agent or person employed by him shall be sustained by the LESSOR.~~

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, it's 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 charges of attorneys and all 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 (including automobile operation) 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 Two Million, Five Hundred Thousand Dollars (\$2,500,000), 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, Elena Comrie 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 Purchase Agreement, or upon any warranty of authority, or otherwise.

~~Article XXXII. Clayton Act and Cartwright Act — Intentionally omitted~~

- ~~32.1 In entering into a public works Lease Agreement or a subpurchase Agreement to supply goods, services or materials pursuant to a public works Purchase 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 Purchase Agreement or the sub purchase 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 — Intentionally omitted~~

- ~~33.1 PURCHASER shall provide to the District all documents required for compliance with and substantiating PURCHASER'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. PURCHASER 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 Purchase 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 Purchase 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 purchase of the Portables. This Purchase Agreement may be modified or amended in writing, if signed by both parties hereto.

SEVERABILITY. If any portion of this Purchase Agreement 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 Purchase Agreement 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 Purchase Agreement 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 Purchase Agreement.

CUMULATIVE RIGHTS. The rights of the parties under this Purchase 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 of Facilities Planning and Management

IN WITNESS WHEREOF, PURCHASER has executed this Agreement, and the District, by its Board of Education who is authorized to do so, has executed this agreement.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng
Aimee Eng
President, Board of Education

Dated: 12/13/18

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

Dated: 12/13/18

By: 
Timothy White, Deputy Chief,
Facilities Planning & Management

Dated: _____

Mobile Modular:



Digitally signed by Kristen Erickson,
for MMMC Legal Approval
DN: cn=Kristen Erickson, for MMMC
Legal Approval, o=McGrath
RentCorp, ou=Mobile Modular
Management Corp.,
email=kristen.erickson@mobilemod
ular.com, c=US
Date: 2018.11.27 12:25:26 -08'00'

By: _____

Dated: 11/27/2018

Its: Sr. Operations Specialist

Approved as to form and procedure:



Marion McWilliams, Facilities Counsel

Dated: 11/28/18

PURCHASER: Mobile Modular
School: Claremont LLB Phase I Demolition of Old Cafeteria
Funding: Fund 21, Measure J

END OF DOCUMENT



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

Purchase Off Rent

Quotation Reference: 110053317.1
 Date of Quote: 09/21/2018

Customer & Site Information

Customer Information:

Oakland USD

955 HIGH ST

OAKLAND, CA 94601-4404

Site Information:

Oakland USD

5750 College Avenue

Claremont Middle School

Oakland, CA 94618

Debbie Edwards@ousd.org

dovle.edwards@ousd.org

510-437-6314

Mobile Modular Contact

Questions?

Please Contact: Open Sales
 Direct Phone: 1 (866) 459-7600
 Fax:

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 24x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior. Bldg id 51281, 2004 American Mod, Serial Numbers 04-906-435A, 04-906-435B</i>	1	\$43,470.00	\$43,470.00	N
Office, 48x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior. Bldg ID 45482, 2003 Aurora Mod, Serial Numbers 37881, 37882</i>	1	\$81,522.00	\$81,522.00	N

Qty

Charge Each

Total One Time Taxable

Charges Upon Delivery:

Office, 24x40 DSA (NonStd)

\$0.00

Office, 48x40 DSA (NonStd)

\$0.00

Special Notes

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Floor Plans

All drawings and specifications are nominal

Additional Information

- Quote is valid for 30 days
- A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract. Security deposit and payment in advance may be required.
- **Prices do not include applicable tax.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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

Purchase Off Rent

Contract: 210041257.1
Date Printed: 10/16/2018

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 1021 3rd Street Oakland, CA 94607 Debbie Edwards dovie.edwards@ousd.org 510-437-6314	Site Information: Oakland USD 5750 College Avenue Claremont Middle School Oakland, CA 94618 Debbie Edwards dovie.edwards@ousd.org 510-437-6314 Customer PO/Reference: Claremont MS Exp: // By:	Questions? Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (925) 606-9000

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 24x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i> <i>Bldg id 51281, 2004 American Mod, Serial Numbers 04-906-435A, 04-906-435B</i>	1	\$43,470.00	\$43,470.00	N
Office, 48x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i> <i>Bldg ID 45482, 2003 Auoroa Mod, Serial Numbers 37881, 37882</i>	1	\$81,522.00	\$81,522.00	N

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Office, 24x40 DSA (NonStd)			\$0.00
Office, 48x40 DSA (NonStd)			\$0.00

Tax: \$0.00
Total Sales Price Including Tax: \$124,992.00

Special Notes

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Special Terms & Important Contractual Information

- 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.**



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

Purchase Off Rent

Contract: 210041257.1
Date Printed: 10/16/2018

(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 Agreement. Further, it is agreed that the venue for a legal action relating to the 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 judgement.

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

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **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 shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. 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.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the 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 Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale 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.

11. ENTIRE AGREEMENT. This 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 Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SullivanCurtisMonroe Insurance Services
550 South Hope Street,
Suite 1000
Los Angeles, CA 90071

www.SullivanCurtisMonroe.com

License # 0E83670

INSURED
McGrath RentCorp
DBA: Mobile Modular Management Corporation
5700 Las Positas Road
Livermore CA 94551

CONTACT
NAME: Rhonda Wafer
PHONE (A/C, No, Ext): 213-233-0408 FAX (A/C, No): 213-892-1593
E-MAIL: rwafer@sullicurt.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19882
INSURER B: Liberty Insurance Underwriters, Inc.	19917
INSURER C: North River Insurance Company	21105
INSURER D: AGCS Marine Insurance Company	22837
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 42576992

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			72CESOF7559 Ded. \$10,000	4/30/2018	4/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72UENHB6307 HAPD ACV Comp&Coll Ded:\$1k Tractor Comp&Coll Ded:\$2k	4/30/2018	4/30/2019	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			100003398710	4/30/2018	4/30/2019	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4067308845 - AOS 4067308854 - WI Only \$350,000 Deductible	7/1/2018 7/1/2018	7/1/2019 7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Tenant Liability			MXI93076389	4/30/2018	4/30/2019	\$1,000,000 Limit / \$25,000 Deductible

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

RE: MMM Contract # 210025676
Verification of Coverage

CERTIFICATE HOLDER

Oakland USD
955 High Street
Oakland CA 000000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyana Okamoto

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: MCGRAREN1

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

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

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



ROUTING FORM

Project Information

Project Name	Claremont LLB Ph 1 Demo of Old Cafeteria	Site	210
--------------	--	------	-----

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	
OUSD Vendor ID #	002892	Vendor Title:	
Address	5700 Las Positas Rd. Livermore, CA 94550	Telephone	9256069000
		Policy Expires:	
Contractor History	Previously been an OUSD contractor?	<input type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
OUSD Project #	15127		

Term

Date Work Will Begin	12/13/2018	Date Work Will End By (not more than 5 years from start date)	9/24/2019
----------------------	------------	--	-----------

Compensation

Total Contract Amount		Total Contract Not To Exceed	\$130,000.00
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
9450/9670	Fd21 Measure J	210-9450-0-9670-8500-6250-201-9180-9905-9999-99999	6250	\$130,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management				
	Signature		Date Approved	11/14/18	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	11/28/18	
3.	Deputy Chief, Department of Facilities Planning and Management				
	Signature		Date Approved		
4.	Senior Business Officer, Board of Education				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		