

Board Office Use: Legislative File Info.	
File ID Number	19-2689
Introduction Date	2-26-2020
Enactment Number	20-0259
Enactment Date	2/26/2020 os



# Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date February 26, 2020

Subject Award of Contract for the Purchase of Portables for the Sankofa Portable Classroom Project to Mobile Modular Management Corporation

**Action Requested** Approval by the Board of Education of Award of a Purchase Contract with **Mobile Modular Management Corporation**, Livermore, California, for the latter to provide the purchase and furnish, delivery, and installation of three(3) new portable classroom buildings (24' x 40' each) with restrooms, for the Sankofa Academy merger Project in the amount of an additional **\$356,171.69**, as the selected vendor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence on February 27, 2020, and scheduled to last until **December 31, 2021**, pursuant to the Purchase Contract.

Piggyback contract based on Public Contract Code §20118.

**Discussion** Merger of Sankofa Academy and Kaiser Elementary School necessities the purchase of three (3) DSA approved portable classrooms. Vendor to provide delivery, installation and furnish three (3) portable classrooms for the Sankofa Academy site to accommodate the student population. Foundation to support the portables is already in place. Contract effectuates the purchase, delivery, and installation of new portable classrooms.

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

**Recommendation** Approval by the Board of Education of Award of a Purchase Contract with **Mobile Modular Management Corporation**, Livermore, California, for the latter to provide the purchase and furnish, delivery, and installation of three(3) new portable classroom buildings (24' x 40' each) with restrooms, for the Sankofa Academy merger Project in the amount of an additional **\$356,171.69**, as the selected vendor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence on February 27, 2020, and scheduled to last until **December 31, 2021**, pursuant to the Purchase Contract.

Piggyback contract based on Public Contract Code §20118.

**Fiscal Impact**

Fund 40

**Attachments**

- Purchase Contract
- Proposal
- Insurance Certificate



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 19-2689

Department: Facilities Planning & Management

Vendor Name: Mobile Modular Management Corporation

Project Name: Sankofa Portable Classroom

Project No.: 19141

Contract Term: Intended Start: 2-26-2020

Intended End: 12-31-2021

Total Cost Over Contract Term: \$356,171.69

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

This vendor has a Piggyback Contract of a competitively bid project awarded by Pajaro Valley Unified School District for similar portable goods and services (Bid #B-17-28-11-000-9291).

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

Scope includes procurement of three (3) new portable classroom buildings (24 x 40' each) including delivery installation. Excludes single occupancy restroom. Price includes ramp, window security screens, mini blinds, marker boards, vinyl tile flooring, base cabinet with sink and bubbler, teacher storage closet, wood skirting and wood still foundations. Price excludes construction, site utilities and asphalt paving. Total includes an owner contingency of \$10,000. Mobile Modular Management Corporation Contract: 210044714.1

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

This vendor submitted a matrix of unit's costs in their bid to the Pajaro Valley Unified School District. Unit costs are consistent with work sale agreement contract 210044714.1 to OUSD.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding – *contact legal counsel to discuss if applicable*
- ☐ Sole source contractor – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)



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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: \_\_\_\_\_

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

- The vendor has a piggyback purchase contract of a competitively bid project awarded by the Pajaro Valley Unified School District for similar portable goods and services (Bid # B-17-28-11-000-9291).

**PURCHASE AGREEMENT  
PURSUANT TO PUBLIC CONTRACT CODE 20118  
(MOBILE MODULAR MANAGEMENT CORPORATION)**

This purchase Agreement (“Agreement”) is entered into and affective as of February 27, 2020, between the Oakland Unified School District (“District”) and Mobile Modular Management Corporation (“Vendor”) pursuant to the following terms and conditions.

**RECITALS**

WHEREAS, Vendor has previously been awarded “Piggyback-Cooperative Purchase Agreement #B-17-28-11-000-9291” as of January 19, 2018. To supply and deliver portable goods and services to the Pajaro Valley Unified School District, California (the “Piggyback Contract”);

WHEREAS, the Piggyback Contract authorized other public school districts, including the District, to purchase Modular Classroom Buildings and Modular Toilet Room Buildings pursuant to the same price and terms in accordance with Section 20118 of the California Public Contract Code (“Section 20118”) and without requiring competitive bids for such a purchase;

WHEREAS, the District has an urgent and ongoing need to obtain portable goods and services and related items for use in its various sites through the District;

WHEREAS, the District’s governing board has determined, by its approval of this Agreement on February 27, 2020, that purchase of Modular Classroom Buildings and Modular Toilet Room Buildings on the same price and terms as the Piggyback Contract is in the best interest of the District; and

WHEREAS, this Agreement memorializes and incorporates the Piggyback Contract.

**TERMS, CONDITIONS AND COVENANTS**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Piggyback Contract by Reference. The Piggyback Contract is incorporated herein by reference as though set forth fully and at length herein. Attachment 1 sets forth the Piggyback Contract so incorporated by authority of Section 20118.
2. Purchase of Modular Classroom Buildings and Modular Toilet Room Buildings. The District shall have the right to purchase three (3) Modular Classroom Buildings and Modular Toilet Room Buildings included in the Piggyback Contract on the same price and terms as set forth in the Piggyback Contract. Mobile Modular Sale Agreement 210044714.1, is attached hereto and incorporated herein as Exhibit 1 for the purpose of establishing Vendor’s itemized scope of work, pricing and clarifications for this Purchase

Mobile Modular Piggy Back Contract Between Vendor and Pajaro Valley Unified School District - \$356,171.69  
{SR350626}


Agreement. The Contract sum for this Agreement is THREE HUNDRED FIFTY-SIX THOUSAND, ONE HUNDRED SEVENTY-ONE DOLLARS AND SIXTY-NINE CENTS. (\$356,171.69). The Services include all work describe in the Sale Quotation and Agreement attached to this Agreement.

3. Assignment. Vendor may not assign its rights or delegate its duties under this Agreement without the advanced written consent of the District. This Agreement shall be binding on and inure to the benefit of the parties successors and permitted assigns.
4. Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by the court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. Amendments. The terms of this Agreement shall not be waived, altered, Modified, supplemented or amended in any manner whatsoever except by the written agreement signed by both parties.
6. Entire Agreement. This Agreement, including all attachments, represents the entire agreement between the Vendor and District and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between Vendor and District other than those contained in this Agreement. Vendor, by the execution of this Agreement acknowledges that Vendor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. The Piggyback Contract shall not be superseded, modified, or deleted by this Agreement, including all attachments, except as set forth herein.
7. Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.
8. Warranty of Authority. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective Parties, and to bind the respective Parties to this Agreement.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties hereto, by their signatures below, enter into this Agreement effective on the date first set forth above.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jody London, President,  
Board of Education  
2/26/2020  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell,  
Superintendent Secretary, Board of Education  
2/26/2020  
Date

  
\_\_\_\_\_  
Tadashi Nakadegawa,  
Interim Deputy Chief, Facilities Planning and  
Management  
2/26/2020  
Date


**MOBILE MODULAR MANAGEMENT CORPORATION**

  
\_\_\_\_\_  
Contractor Signature  
02/19/2020  
Date

Digitally signed by Kristen Erickson for  
Mobile Modular Legal Approval  
DN: cn=Kristen Erickson for Mobile  
Modular Legal Approval, o=Mobile  
Modular Management Corporation, ou,  
email=kristen.erickson@mobilemodular.c  
om, c=US  
Date: 2020.02.19 16:07:27 -08'00'

Kristen Erickson, Sr. Operations Specialist  
Print Name, Title

**Approval as to form:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel  
2/18/20  
Date

**ATTACHMENT 1**

Piggyback Contract Between Vendor and Pajaro Valley Unified School District

[ATTACHED]



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

## Sale Agreement

Contract: 210044714.1  
 Date Printed: 02/18/2020

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>Oakland USD</b> 955 High St Oakland, CA 94601 Mary Ledezma mary.ledezma@ousd.org (510) 499-4447 (510) 879-3673	<b>Site Information:</b> Oakland USD 581 61st Street Washington Elem. Oakland, CA 94609 Mary Ledezma mary.ledezma@ousd.org (510) 499-4447	Questions?  Please Contact: Carl Yeremian Carl.Yeremian@mobilemodular.com Direct Phone: (925) 453-3118 All other inquiries: (925) 606-9000
<b>Customer PO/Reference:</b> TF Exp: // By:		

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA II (Item2002) <i>Left Hand Door Configuration Tackboard interior. 1 Door 2 Window Min</i>	1	\$98,972.00	\$98,972.00	Y
Classroom, 24x40 DSA II (Item2002) <i>Left Hand Door Configuration Tackboard interior. 1 Door 2 Window Min</i>	1	\$98,972.00	\$98,972.00	Y
Classroom, 24x40 DSA II (Item2002) <i>Left Hand Door Configuration Tackboard interior. 1 Door 2 Window Min</i>	1	\$98,972.00	\$98,972.00	Y

	Qty	Charge Each	Total One Time Taxable	
<b>Charges Upon Delivery:</b>				
<b>Classroom, 24x40 DSA II (Item2002)</b>				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,481.00	\$4,481.00	N
Custom Cabinets	1	\$5,155.00	\$5,155.00	Y
Delivery Haulage Lowboy 12 wide	2	\$744.00	\$1,488.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$89.00	\$178.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$259.00	\$518.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	36	\$17.00	\$612.00	Y
Owner Contingency Amount	1	\$3,333.00	\$3,333.00	Y
			<b>\$15,765.00</b>	
<b>Classroom, 24x40 DSA II (Item2002)</b>				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,481.00	\$4,481.00	N
Custom Cabinets	1	\$5,155.00	\$5,155.00	Y
Delivery Haulage Lowboy 12 wide	2	\$744.00	\$1,488.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$89.00	\$178.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$259.00	\$518.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	36	\$17.00	\$612.00	Y
Owner Contingency Amount	1	\$3,333.00	\$3,333.00	Y
			<b>\$15,765.00</b>	
<b>Classroom, 24x40 DSA II (Item2002)</b>				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,481.00	\$4,481.00	N
Custom Cabinets	1	\$5,155.00	\$5,155.00	Y
Delivery Haulage Lowboy 12 wide	2	\$744.00	\$1,488.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$89.00	\$178.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$259.00	\$518.00	N
Installation, Ramp Skirting (PW)	36	\$17.00	\$612.00	Y



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Prevailing Wage Cert. Payroll  
 Owner Contingency Amount

1

\$3,333.00

\$3,333.00

Y

\$15,765.00

Tax:

\$11,960.69

**Total Sales Price Including Tax:**

**\$356,171.69**

### Special Notes

**Block/Level:** Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.  
**DSA Classrooms include:** (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, Standard Mobile Modular colors, and wood sill foundation for level site.

**Fire Related Items:** Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

**Site Installation Requirements:** Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

**Quote Based on Mobile Modular Standard Unit:** Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

**Modifications Included:** Removing standard carpet squares and installing Mobile Modular's standard VCT in Sand Drift color. Exterior mounted security screens for both windows, one being quick release and one being fixed. Mini blinds for both windows. 7'h x 4'w x 2'd Pantry w/ lock, 2'h x 6'w x 1'd upper cabinet, 2'10"h X 6'w x 2'd lower cabinet, 6' countertop, (2) Counter top height electrical outlets, Stainless steel sink, bubbler, faucet, ADA restroom per classroom with 15 inch high toilet bowls, removing (2) marker boards in each classroom and replacing on opposite wall to make room for restroom.

### Special Terms & Important Contractual Information

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



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### Incorporation by Reference

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (<https://www.mobilemodular.com/contractterms>). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

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

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

<b>SELLER:</b> Mobile Modular Management Corporation   Signature: _____ Print Name: _____ Title: _____ Date: _____	<b>BUYER:</b> Oakland USD  Signature: _____ Print Name: _____ Title: _____ Date: _____
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### ATTACHMENT A

#### SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement ("**Agreement**"), and the sale provisions on the Seller's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

#### 2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

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

3. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has





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been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

**4. DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

**5. INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

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

**7. LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

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

## 9. WAIVER AND INDEMNIFICATION.

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

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

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



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

## Sale Agreement

Contract: 210044714.1  
Date Printed: 02/18/2020

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

### 12. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, 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 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the 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 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

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

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

**15. 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.

**16. 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.**

### 17. 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 contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(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 (a) above and only with respect to the specific matter to which such waiver relates.

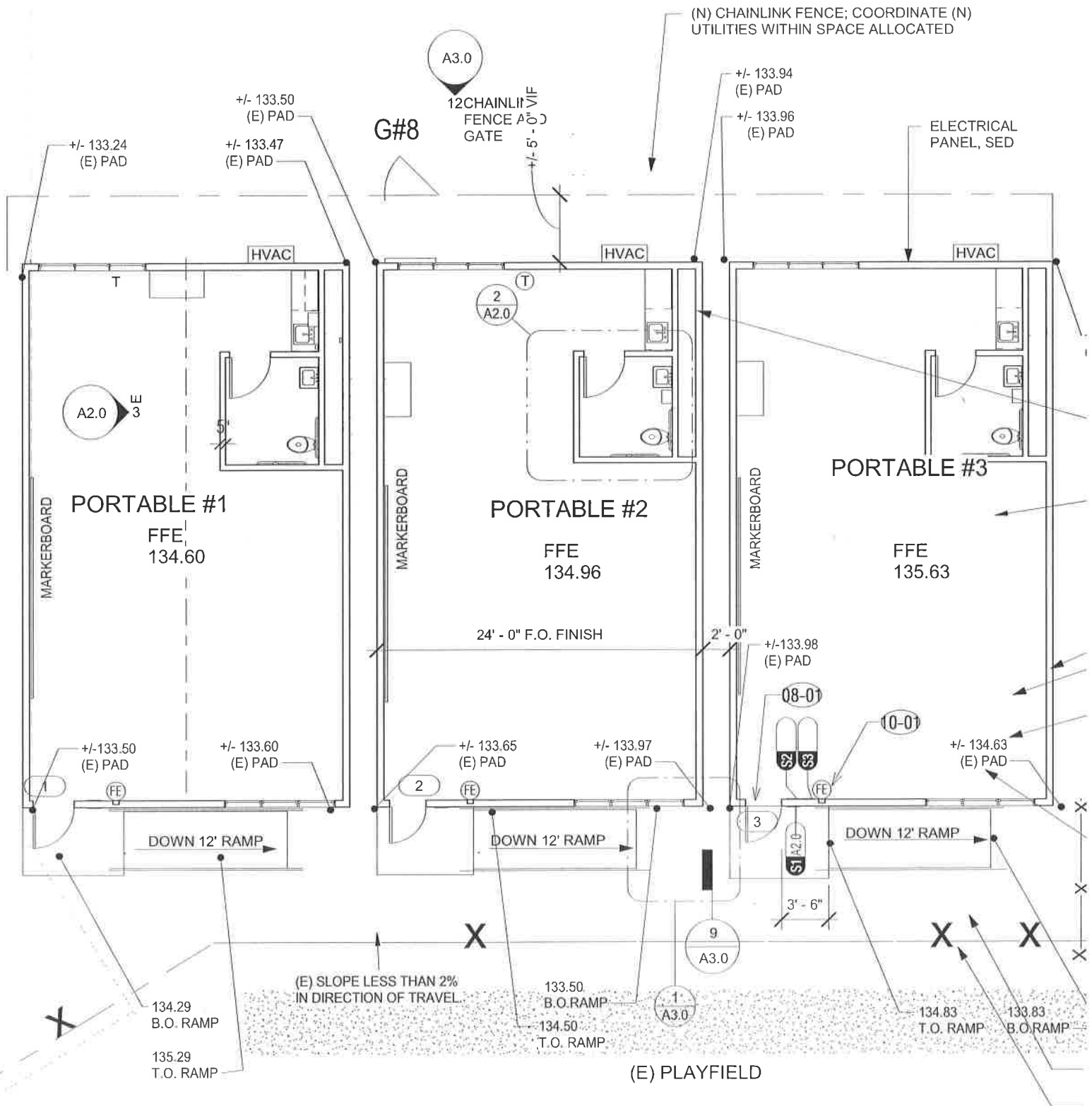
(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

**18. 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.

Sale Terms and Conditions, Rev. 08/22/16

# Preliminary

02/18/2020 12:15:01 PM





## **Pajaro Valley Unified School District**

Project Bid Number B-17-28-11-000-9291  
**Modular Classroom Buildings and Modular Toilet  
Room Buildings at Various Sites**

Piggyback-Cooperative Purchase Agreement  
Awarded January 19<sup>th</sup>, 2018

**Corporate Office**  
5700 Las Positas Rd, Livermore, CA 94551

**MOBILE MODULAR  
MANAGEMENT CORPORATION**

**800.944.3442**

**mobilemodular.com** 

California ■ Florida ■ Georgia ■ Maryland ■ North Carolina ■ Texas ■ Virginia

**Agenda Item Details**

Meeting	Dec 06, 2017 - Board of Trustees - Annual Organizational Meeting
Category	12. CONSENT AGENDA
Subject	12.13 Approve - Bid for Modular Classrooms with Mobile Modular Management Corporation
Type	Consent
Goals	Goal #2 Sound Operational Oversight

On November 4 & 11 the District advertised for the lease of two modular classrooms for the Pajaro Valley Unified School District at various sites. A Mandatory pre-bid conference was held on November 13, 2017 and one (1) contractor was present. On November 28, 2017 the District received one (1) sealed bid from the following contractor. Once this contract is awarded, other California School Districts and other State Agencies will be able to purchase and lease modular buildings from our "Piggy Back".

Mobile Modular Management Corp.	\$23,898.00
---------------------------------	-------------

It is recommended that the Board approve the Bid Proposal of Mobile Modular Management Corporation, the apparent low bidder, with a bid amount of \$23,898.00. In addition, it is recommended that the board authorize the Director of Maintenance, Operations, and Facilities to execute a construction contract with the Contractor.

Prepared By: Victor Sandoval, Director of Maintenance, Operations & Facilities Dept.

[Bid Results.pdf \(16 KB\)](#)

**Board of Trustees - Annual Organizational Meeting (Wednesday, December 6, 2017)**

Generated by Alicia Jimenez on Thursday, December 7, 2017

**1. CLOSED SESSION OPENING CEREMONY IN OPEN SESSION****1.1 Call to Order**

President De Serpa called the meeting of the Board to order in public at 6:03 PM at 275 Main Street, Watsonville, CA.

**2. CLOSED SESSION****2.1 3 Expulsion Referrals****2.2 CERTIFICATED Public Employee Appointment/Employment, Government Code Section 54957****2.3 CLASSIFIED Public Employee Appointment/Employment, Government Code Section 54957****2.4 Public Employee Discipline/Dismissal/Release/Leaves****2.5 Negotiations Update****2.6 Claim for Damages Heirs of Esteban Santamaria vs. PVUSD****2.8 Anticipated Litigation****2.9 Pending Litigation****2.10 Approve Final Settlement and Release Agreement for 1 Special Education Student****3. OPENING CEREMONY - MEETING OF THE BOARD IN PUBLIC****3.1 Pledge of Allegiance**

Student Trustee Perla I. Pineda Leon led the Board in the Pledge of Allegiance.

**3.2 Welcome by Board President**

Trustees Karen Osmundson, Jeffrey Ursino, Leslie DeRose, Maria Orozco, and president Kim De Serpa were present. Trustees Willie Yahiro and Georgia Acosta were absent.

**3.3 Superintendent Comments**

Dr. Rodriguez reported on the positive experience she with A Day in the Life of spent with Behavior Analyst Heather Waltz at Rolling Hills who mentored behavior techs in the current program and led a staff meeting. Monday night PVUSD had its National Press Conference for the Paso a Paso early reading initiative and it was well attended by community member, educational partners, and city, county and state officials. Our community is responding well to the reading challenge and quickly surpassed the initial 2 million word challenge established in September. The new challenge of 10 million words by January 17, 2018 was announced at the press conference.

**3.4 Governing Board Comments/Reports on Standing Committee Meetings**

Trustees Osmundson, DeRose, reported on the activities they attended.

**3.5 Musical Presentation by Students of Radcliff Elementary School**

The Board, staff, and the community were delighted by the students' musical presentation.

**3.6 Musical Presentation by Students of Aptos Jr. High School.**

The Board, staff, and the community enjoyed the students' musical talent.

**3.7 Student of the Year Recognition**

Staff, families and friends recognized the accomplishments of the following students:

Hailey Brooks - Ann Soldo Elementary

Ezequiel Pelot - Calabasas Elementary School

Wendy Melgoza - Hall District

Mariajose Sanchez - Radcliff Elementary School

**4. APPROVAL OF AGENDA****4.1 Approve the Agenda**

Trustee DeRose approved the agenda. Trustee Orozco seconded the agenda. The items passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent)

**5. APPROVAL OF MINUTES****5.1 November 15, 2017**

Trustee Orozco moved to approve the minutes. Trustee DeRose seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent)

## **6. ANNUAL ORGANIZATIONAL MEETING**

### **6.1 Recognition of Outgoing Board President**

Dr. Rodriguez acknowledged the work of Board President De Serpa and Vice President/Clerk Ursino and offered them a token of the District's appreciation for their work.

### **6.2 Election of Officers of the Board**

Public comment:

Bill Beecher, community member, commented on the lack of oversight on behalf of the board on student achievement. Academic performance is important. He commented on student achievement process, not all learn in the same manner and suggested the Board selects a president who can focus on this task.

The following trustees expressed their interest in being president of the board and noted the reason for their interest: Leslie DeRose and Karen Osmundson.

Trustee Ursino nominated trustee DeRose for president. Trustee Orozco seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

President DeRose continued the meeting and proceeded with the nominations for Vice President/Clerk.

The following trustees expressed their interest in being the Board's VP/Clerk: Maria Orozco.

Trustee De Serpa moved to nominate trustee Orozco. Trustee Ursino seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent)

### **6.4 New Seating Arrangement per New Board President**

The seating arrangement will be done at the following Board meeting.

### **6.5 Approve 2018 Board Meeting Schedule**

Trustee De Serpa moved to approve this item. Trustee Ursino seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

### **6.6 Coordinate Board Representation to District and Community Committees**

Public comment:

Bill Beecher, community member, requested clarification on whether the committee is a standing one or not.

Appointments made as follows:

1. Community Advisory Committee – SELPA: De Serpa, Osmundson
2. District English Learners Advisory Committee (DELAC): Osmundson, Orozco
3. Intergovernmental Committee: DeRose, Orozco. Trustees Yahiro and Ursino are interested and this committee will be brought back to the Board at the next meeting.
4. Migrant Head Start Policy Advisory: Osmundson
5. Pajaro Valley Prevention and Student Assistance (PVPSA): DeRose, De Serpa (Alternate)
6. Safety: Trustee Yahiro has expressed interest in the past; this committee will be brought back to the Board at the next meeting.
7. SPECTRA- Arts Education Advisory Committee (VAPA): De Serpa; DeRose (Alternate)
8. Drop Out Committee: Orozco. Trustee Ursino has expressed interest in the past; this committee will be brought back to the Board at the next meeting.
9. Healthy Start Steering Committee/Collaborative: Osmundson
10. CTE Advisory Committee: De Serpa (alternate). Trustee Yahiro has expressed interest in the past; this committee will be brought back to the Board at the next meeting.
11. Health and Benefits: Trustee Yahiro has expressed interest in the past; this committee will be brought back to the Board at the next meeting.

## **7. HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT**

### **7.1 Student Report**

Ana Cardenas, Watsonville High School representative, Alejandro Rufino of New School, Jazmine Zamora, Diamond Technology Institute, and Lizette Gonzalez, Maria Emilia Cortez of Pajaro Valley High, reported on activities and events at their site.

## 8. VISITOR NON-AGENDA ITEMS

### 8.1 Public Comment

The following spoke in favor of better wages: Lowell Hurst, mayor pro tempore; Rachel Williams, parent, who presented 4 pages electronic signatures of parents who are in support of better salaries for teachers; and Ryley Prichard, student.

Sean Shrum, community member, commented on the county's vision plan and noted the importance for the community to participate in giving input as to how the county spends the public's money. He asked all to visit [visionsantacruz.com](http://visionsantacruz.com) to provide input.

## 9. EMPLOYEE ORGANIZATIONS COMMENTS

## 10. ACTION ITEMS

### 10.1 First Interim Report

Dr. Rodriguez introduced Mr. Ron Fortson, interim CBO.

Mr. Fortson commented on reporting finances requirements. The financial condition of the school district is submitted to the County as either positive, qualified, or negative with the First Interim Report. He spoke about the reporting schedule starting with the adoption of the Budget by the 1<sup>st</sup> of July and ending with the 2<sup>nd</sup> Interim report in March.

Major assumptions were addressed, most based on the governor's July budget. School Services of CA, an organization that the District works with, also has recommendations that many districts follow. Revenues and expenditures assumptions were discussed.

Mr. Fortson noted that STRS and PERS increases have been consistently 8 -9 % per year, but in 2017/18 percentages contributed by the district are in the double digits and this trend will continue in the next four to five years.

Multi Year projection for restricted, unrestricted, and the required contributions from unrestricted to restricted programs was discussed.

An increase in deficit spending of \$2,886 was noted and Mr. Fortson described the breakdown of that amount, including an increase in utilities.

Variance report, the revised budget at unaudited actuals vs. 1st interim, noting significant expenditures in salaries benefits adjustment, adjusted federal and state grant/entitlements.

Board participated with comments and questions.

Next steps, including audit report in January or February and a 2nd Interim in March.

Board continued with questions and comments.

Trustee Ursino moved to approve this item. Trustee Orozco seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

### 10.2 Alianza Charter Petition Renewal

Rafael Ramirez and Veronica Aguilar of Alianza Charter school, presented this item. Administration is behind the petition. They offered a brief history of the charter, presented data on student performance, information on assessment for Spanish. Mr. Ramirez commented on salient accomplishments in discipline, parent participation, facilities, technology, curriculum and leadership. The school also developed a 3-year action strategic plan.

The Board participated with comments and questions.

Trustee Osmundson moved to approve this item. Trustee Orozco seconded the motion. The motion passed 4/0/1/2 (DeRose, Orozco, Osmundson, and Ursino: Yes. De Serpa away from her seat. Acosta, Yahiro: Absent).



At 10:20, trustee Ursino moved to extend to midnight. Trustee Orozco seconded the motion. The motion passed 4/0/1/2 (DeRose, Orozco, Osmundson, and Ursino: Yes. De Serpa away from her seat. Acosta, Yahiro: Absent).

### **10.3 Resolution 17-18-10 - Report on the Use of Developer Fees for 2016-2017**

Helen Bellonzi, director of Finance, reported the district conducts a fees study very year, an accounting of funds received. This portion of the Budget is not subject to LCFF calculations and it is to be used in facilities and construction of buildings to maintain class sizes.

The board participated with questions and comments.

Trustee De Serpa moved to approve this item. Trustee Orozco seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

### **10.4 Approve Amendments to the Citizens Oversight Committee Bylaws**

Victor Sandoval noted that the County recommended this to have a system in place to change construction priority lists as necessary to meet the needs of students.

The Board participated with comments and questions.

Trustee Orozco moved to approve this item. Trustee DeSerpa seconded the motion. the motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

### **10.5 Approve Appointment of Teacher on Provisional Internship Permit**

Dr. Chona Killeen explained this matter, noting it is sometimes necessary to ensure student needs are met.

Trustee De Serpa moved to approve this item. Trustee Ursino seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

### **10.6 Approve Supervised Internship Agreement with Brandman University Regarding Intern Hires**

Dr. Chona Killeen commented that this is to continue collaboration with the university; interns provide a needed service and can become District employees.

The Board participated with comments and questions.

Trustee Ursino moved to approve this item. Trustee De Serpa seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

## **\* 12. CONSENT AGENDA**

Trustee De Serpa moved to approve the consent agenda, deferring items 12.6, 12.14 and 12.16. Trustee Ursino seconded the motion. The motion passed 5/0/2 (Acosta, Yahiro absent).

### **12.1 Purchase Orders Report: November 9 - 29, 2017**

### **12.2 Warrants Report: November 9 - 29, 2017**

### **12.3 Approve Consultant Agreement with Chatfield and Associates**

### **12.4 Resolution #17-18-13, Update District Signatures**

### **12.5 Memorandum of Operations with Cabrillo Community College**

### **~~12.6 Memorandum of Operations with Natividad Medical Foundation~~**

This item was deferred.

### **12.7 Approve Memorandum of Operations with Butte County Office of Education/California Mini-Corps**

### **12.8 Migrant & Seasonal Head Start Goals and Objectives for Year 5 (2018-2019) of the 5 Year Grant Cycle**

**12.9 Resolution# 17-18-14 Emergency Closure Calabasas State Preschool**

**12.10 Consent for Addendum to Attention to Attendance (A2A) Memorandum of Operations**

**12.11 Approve Change Order #1 & Notice of Completion for Mar Vista E.S. Modernization & Classroom Replacement Project #8133**

**12.12 Award - Alianza Charter School, Modernization of Four Restrooms Project, #8412**



**12.13 Approve - Bid for Modular Classrooms with Mobile Modular Management Corporation**

~~**12.14 CEIBA Charter School Memorandum of Understanding**~~

This item was deferred.

**12.15 Mathematics, Engineering, Science Achievement (MESA) Memorandum of Operations**

~~**12.16 Adoption of the Final Subsequent Environmental Impact Report for the Pajaro Valley High School Athletic Field project, #8300**~~

This item was deferred.

**12.17 Alternative Supports Services Contracts 2017-18**

**12.18 SBC Day Contract for Professional Development for Physical Education Teachers**

### **13. DEFERRED CONSENT ITEMS**

**12.6 Memorandum of Operations with Natividad Medical Foundation**

Staff noted that parents of the PVUSD community requested this service. It is a training for parents and they will receive a certificate of participation.

Trustee De Serpa mentioned Santa Cruz County centers that we could possibly use to expand services.

Trustee Orozco moved to approve this item. Trustee Ursino seconded the motion. The motion passed 4/1/2 (De Serpa dissented; Acosta, Yahiro absent).

**12.14 CEIBA Charter School Memorandum of Understanding**

Mark Brewer clarified that, although the school is an independent charter, the MOU is for administrative services the District provides. The MOU is expiring and needs to be renewed.

Trustee De Serpa moved to approve this item. Trustee Orozco seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

**12.16 Adoption of the Final Subsequent Environmental Impact Report for the Pajaro Valley High School Athletic Field project, #8300**

Dr. Rodriguez noted that she wanted to highlight the work of staff as this action is to complete the athletic field for Pajaro Valley High School. This action will allow us to work with the City to complete the process. Staff did a tremendous amount of work.

The Board participated with comments and questions.

Trustee De Serpa moved to approve this item. Trustee Orozco seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

### **15. ACTION/REPORT ON CLOSED SESSION**

**2.1 3 Expulsion Referrals**

Trustee Osmundson moved to approve the recommendation of the School Administration for the following student:

**17-18-016**

President DeRose seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following student:

**17-18-017**

President DeRose seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following student:

**17-18-018**

President DeRose seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

## **2.2 CERTIFICATED Public Employee Appointment/Employment, Government Code Section 54957**

President DeRose moved to approve the certificated report with the following additions: 2 Teachers under New Hires; 4 Teachers, 1 Associate Teacher, and 1 Program Specialist under Leaves of Absence. Trustee Orozco seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

## **2.3 CLASSIFIED Public Employee Appointment/Employment, Government Code Section 54957**

President DeRose moved to approve the classified employee report with the following additions: 1 Athletic Trainer, 1 Systems Engineer, 1 Food & Nutrition Services Assistant, and 1 Bus Driver under New Hire – Probationary; and 1 Bus Driver, 1 Behavior Technician, 1 Administrative Secretary III, and 1 Career Development Specialist I under Leave of Absence. Trustee De Serpa seconded the motion. The motion passed 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent).

## **2.6 Claim for Damages Heirs of Esteban Santamaria vs. PVUSD**

Trustee DeRose reported that the board voted 5/0/2 (De Serpa, DeRose, Orozco, Osmundson, and Ursino: Yes. Acosta, Yahiro: Absent) to reject claim in claim 54167.

## **2.10 Approve Final Settlement and Release Agreement for 1 Special Education Student**

President DeRose reported the board voted 4/0/1/2 (DeRose, Orozco, Osmundson, and Ursino: Yes. De Serpa: Abstained. Acosta, Yahiro: Absent) to approve this item.

## **16. BOARD PRESIDENT TAKES A RECESS FROM REGULAR BOARD MEETING AND RECONVENES AS BOARD OF DIRECTORS FOR THE PVUSD FINANCING CORPORATION**

At 10:45, the Board adjourned regular meeting to open as Board of Directors for the Financing Corporation.

## **17. BOARD RECONVENES REGULAR BOARD OF TRUSTEES MEETING**

At 10:50, the Board reconvened the regular meeting of the Board.

## **18. UPCOMING MEETINGS**

### **18.1 Board Meetings**

Noted. Next is January 24, 2018.

## **19. ADJOURNMENT**

There being no further business to address, the meeting of the Board adjourned at 10:52 pm.



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**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, by and between the Pajaro Valley Unified School District ("District") and McGrath Construction, dba Mobile Modular Management ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

XXX [A1]

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within XXX [A2] (.) consecutive calendar days ("Contract Time[A3]") from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof[A4].
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.



10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B [A5] Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
14. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.[A6]
15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for

construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Twenty-Three Thousand Eight hundred ninety-eight Dollars  
(\$ 23,898.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 18. Entire Agreement:** The Contract Documents, including this Agreement and Mobile Modular standard lease agreement terms and conditions, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 19. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

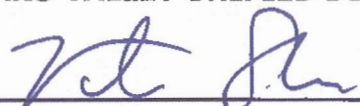
**CONTRACTOR  
DISTRICT**

McGrath Rent Corp. dba Mobile Modular

By: 

Title: CEO

**PAJARO VALLEY UNIFIED SCHOOL**



By: Victor Sandoval, Superintendent

Title: Director of Maintenance, Operations & Facilities

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

# Pajaro Valley Unified School District

## Maintenance Operations & Facilities Department

205 Blackburn Ave, Watsonville, CA 95076 ♦ P: (831) 786-2380

**Adam Lint – Facilities & Planning Supervisor**



### NOTICE OF AWARD

Date: January 19, 2018

To: Mobile Modular Management Corporation

From: Governing Board ("Board") of Pajaro Valley Unified School District ("District" or Owner")

Project: Modular Classroom Buildings & Modular Toilet Room Buildings at Various Sites – Piggy Back Cooperative Purchasing Agreement Project #9291

Contractor has been awarded the referenced Contract on December 6, 2017 by action of the District's Board.

The Contract Price is Twenty Three Thousand Eight Hundred Ninety Eight Dollars (\$23,898.00).

Three (3) copies of each of the Contract Documents (except Drawings) accompany this notice to Award. Three (3) sets of the drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within SEVEN (7) calendar days of the date of this Notice of Award.

The Bidder to whom Contract is awarded shall execute and submit the following Document's by 5:00 p.m. of the SEVENTH (7<sup>th</sup>) calendar day following the date of the notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Drug-Free workplace Certification.
- h. Tobacco-Free workplace Certification.



# Pajaro Valley Unified School District

## Maintenance Operations & Facilities Department

205 Blackburn Ave, Watsonville, CA 95076 • P: (831) 786-2380

**Adam Lint – Facilities & Planning Supervisor**



- i. Hazardous Material Certification
- j. Lead Based Paint Certification.
- k. Criminal Background Investigation / Fingerprinting Certification

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

### PAJARO VALLEY UNIFIED SCHOOL DISTRICT

By:  Date: 1/19/18  
Adam Lint  
Supervisor of Facilities & Planning

# Pajaro Valley Unified School District

## Maintenance Operations & Facilities Department

294 Green Valley Road, Watsonville, CA 95076 ♦ P: (831) 786-2380

Adam Lint – Facilities & Planning Supervisor



### NOTICE TO PROCEED

Date: January 30, 2018

To: Mobile Modular Management Corporation  
5700 Las Positas Road, Livermore, CA 94551

Project: Modular Classroom Buildings & Modular Toilet Room Buildings at Various Sites – Piggy Back Cooperative Purchasing Agreement Project #9291

Project/ Contract Number: #9291 between the Pajaro Valley Unified School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on February 1, 2018. By that date, you are to start performing your obligations under the Contract Documents.

You must submit the following documents by 5:00 p.m. of the (TENTH (10<sup>th</sup>)) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontractors.

Thank you. We look forward to a very successful Project.

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

BY: Adam Lint  
Adam Lint

Supervisor of Facilities & Planning

Date: 1/30/18

## **NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Pajaro Valley Unified School District ("District") will receive sealed bids for the following project, ("Project" or "Contract"):

**Modular Classroom Buildings and Modular Toilet Room  
Buildings at Various Sites**

Bid No. B-17-28-11-000-9291

2. The Project consists of:

Several Optional variations of leased and purchased modular buildings as described in the Bid Form Section 00 14 13

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): "B"

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

5. Contract Documents will be available on or after November 8, 2017, for review at the District Planning Office, 205 Blackburn St, Watsonville, CA 95076. In addition, Contract Documents are available for bidders' review at the following location:

Watsonville Blueprint, 41 Hangar Way, Watsonville, CA 95076

6. Contract Documents are also available for purchase for One Hundred Fifty dollars (\$150) from Watsonville Blueprint. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. Sealed bids will be received until 2:30p.m., November 28, 2017 at the District Planning Office, 205 Blackburn Rd., Watsonville, California 95076, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Pajaro Valley Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
10. A mandatory pre-bid conference and site visit will be held on November 13, 2017, at 11:00 a.m. at 205 Blackburn Rd, Watsonville, California. All participants are required to sign in at the Planning Building, 205 Blackburn Rd, Watsonville, California. The site visit is expected to take approximately 45 minutes. Failure to attend or tardiness will render bid ineligible.
11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Pajaro Valley Unified School District ("District") will receive sealed bids for the following project, ("Project" or "Contract"):

**Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites**  
**Bid No. B-17-28-11-000-9291**

2. The Project consists of:

Several Optional variations of leased and purchased modular buildings as described in the Bid Form Section 00 14 13

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): "B"

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

5. Contract Documents will be available on or after November 8, 2017, for review at the District Planning Office, 205 Blackburn St, Watsonville, CA 95076. In addition, Contract Documents are available for bidders' review at the following location:

Watsonville Blueprint, 41 Hangar Way,  
Watsonville, CA 95076

6. Contract Documents are also available for purchase for One Hundred Fifty dollars (\$150) from Watsonville Blueprint. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. Sealed bids will be received until 2:30p.m., November 28, 2017 at the District Planning Office, 205 Blackburn Rd., Watsonville, California 95076, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or

more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Pajaro Valley Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

10. A mandatory pre-bid conference and site visit will be held on November 13, 2017, at 11:00 a.m. at 205 Blackburn Rd, Watsonville, California. All participants are required to sign in at the Planning Building, 205 Blackburn Rd, Watsonville, California. The site visit is expected to take approximately 45 minutes. Failure to attend or tardiness will render bid ineligible.

11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three

percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

A. The base bid amount only.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Advertise: 1st Publication Date, November 3, 2017  
2nd Publication Date, November 10, 2017

**SUB-BIDS REQUESTED FROM QUALIFIED SBE/MBE/WBE/DBE/DVBE Subcontractors and Suppliers for the following project(s):**

**Modernization at Los Robles Elementary School for Porterville Unified School District in Porterville, CA**

**Requested Trades for Bid: All Trades**

**Bid Date:** Tuesday, November 16, 2017

**Bid Time:** 2:00PM

Request that all bids be sent to Brett McClincy via Fax at (559) 798-1412 or email at [brett@forcummackey.com](mailto:brett@forcummackey.com)

**Company:** Forcum/Mackey Construction, Inc.

**Address:** 15695 Jasmine Avenue  
Ivanhoe, CA 93235

**Tel:** (559) 798-1837 **Fax:** (559) 798-1412

27110245

**REQUESTING SUB-BIDS FROM QUALIFIED DVBEs Romoland Elementary School.**

**Bid Date:** November 14, 2017

**Lic.Type:** C-2

**Location:** Romoland USD

**Duration:** 300 Days

**Contact:** Cynthia Ortega

**Company:** Southcoast Acoustical Interiors Inc.

**Address:** 14980 Hilton Drive  
Fontana, Ca 92336

**Tel:** (909) 428-2600

**Fax:** (909) 428-2602

270110243

**REQUESTING SUB-BIDS FROM QUALIFIED DVBE for Steam & Condensate Line Replacement - Gym.**

**Bid Date:** November 16, 2017

**Location:** Porterville

**Contact:** Mariah Oliveira

**Company:** Strategic Mechanical Inc.

**Address:** 4661 E Commerce Ave.  
Fresno, CA 93725

**Tel:** (559) 291-1952

**Fax:** (559) 291-1805

27110242

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Pajaro Valley Unified School District ("District") will receive sealed bids for the following project, ("Project" or "Contract"):

**Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites****Bid No. B-17-28-11-000-9291**

## 2. The Project consists of:

Several Optional variations of leased and purchased modular buildings as described in the Bid Form Section 00 14 13

## 3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): "B"

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

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Advertise: 1st Publication Date, November 3, 2017  
2nd Publication Date, November 10, 2017

**REQUESTING SUB BIDS FROM QUALIFIED DBE, MBE, WBE, Subcontractors and Suppliers and Local Business for Bus Bench and Shelter Replacement Project Phase 2.** We will assist with Bonds, Insurance and Line of Credit. Plans available at our office M - F 7:00 AM - 3:30 PM.

Job No: 40120

Lic. Type: C-8, C-12, C-31

Bid Date: November 8, 2017

Location: Redondo Beach, CA

Est. Cost: \$865,000.00

Duration: 90 Calendar Days

Company: C.S. Legacy Construction, Inc.

Address: 1461 S. East End Ave.

Pomona, CA 91766

Tel: (909) 590-2626

Fax: (909) 590-3778

27110354

**REQUESTING SUB BIDS FROM QUALIFIED DBE, MBE, WBE, Lower Income Residents Subcontractors and Suppliers for Street Imp. for Arroyo Way.** We will assist with Bonds, Insurance and Line of Credit. Plans available at our office M - F 7:00 AM - 3:30 PM.

Lic. Type: C-8, C-10, C-12, C-27

Bid Date: November 14, 2017

Location: Yorba Linda, CA

Est. Cost: \$480,000.00

Duration: 75 Working Days

Company: C.S. Legacy Construction, Inc.

Address: 1461 S. East End Ave.

Pomona, CA 91766

Tel: (909) 590-2626

Fax: (909) 590-3778

27110353

**Have you checked the Caltrans website lately? There might be a project there for you!**

**Go to:**

[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/all\\_advertised.php](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php)

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Pajaro Valley Unified School District ("District") will receive sealed bids for the following project, ("Project" or "Contract"):

**Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites****Bid No. B-17-28-11-000-9291**

## 2. The Project consists of:

Several Optional variations of leased and purchased modular buildings as described in the Bid Form Section 00 14 13

## 3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): "B"

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

## 4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

## 5. Contract Documents will be available on or after November 8, 2017, for review at the District Planning Office, 205 Blackburn St, Watsonville, CA 95076. In addition, Contract Documents are available for bidders' review at the following location:

Watsonville Blueprint, 41 Hangar Way,  
Watsonville, CA 95076

## 6. Contract Documents are also available for purchase for One Hundred Fifty dollars (\$150) from Watsonville Blueprint. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. Sealed bids will be received until 2:30p.m., November 28, 2017 at the District Planning Office, 205 Blackburn Rd., Watsonville, California 95076, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or

more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

## 8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

## 9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Pajaro Valley Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

10. A mandatory pre-bid conference and site visit will be held on November 13, 2017, at 11:00 a.m. at 205 Blackburn Rd, Watsonville, California. All participants are required to sign in at the Planning Building, 205 Blackburn Rd, Watsonville, California. The site visit is expected to take approximately 45 minutes. Failure to attend or tardiness will render bid ineligible.

## 11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

## 12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

## 13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three

percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.

## 15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

## 16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

A. The base bid amount only.

## 17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Advertise: 1st Publication Date, November 3, 2017  
2nd Publication Date, November 10, 2017

**REQUESTING SUB BIDS FROM QUALIFIED DBE, MBE, WBE, Subcontractors and Suppliers and Local Business for Bus Bench and Shelter Replacement Project Phase 2.** We will assist with Bonds, Insurance and Line of Credit. Plans available at our office M - F 7:00 AM - 3:30 PM.

Job No: 40120

Lic. Type: C-8, C-12, C-31

Bid Date: November 8, 2017

Location: Redondo Beach, CA

Est. Cost: \$865,000.00

Duration: 90 Calendar Days

Company: C.S. Legacy Construction, Inc.

Address: 1461 S. East End Ave.  
Pomona, CA 91766

Tel: (909) 590-2626

Fax: (909) 590-3778

27110354

**REQUESTING SUB BIDS FROM QUALIFIED DBE, MBE, WBE, Lower Income Residents Subcontractors and Suppliers for Street Imp. for Arroyo Way.** We will assist with Bonds, Insurance and Line of Credit. Plans available at our office M - F 7:00 AM - 3:30 PM.

Lic. Type: C-8, C-10, C-12, C-27

Bid Date: November 14, 2017

Location: Yorba Linda, CA

Est. Cost: \$480,000.00

Duration: 75 Working Days

Company: C.S. Legacy Construction, Inc.

Address: 1461 S. East End Ave.  
Pomona, CA 91766

Tel: (909) 590-2626

Fax: (909) 590-3778

27110353

**Have you checked the Caltrans website lately? There might be a project there for you!**

**Go to:**

[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/all\\_advertised.php](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php)

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Pajaro Valley Unified School District ("District") will receive sealed bids for the following project, ("Project" or "Contract"):

**Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites**  
**Bid No. B-17-28-11-000-9291**

2. The Project consists of:

Several Optional variations of leased and purchased modular buildings as described in the Bid Form Section 00 14 13

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): "B"

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

5. Contract Documents will be available on or after November 8, 2017, for review at the District Planning Office, 205 Blackburn St, Watsonville, CA 95076. In addition, Contract Documents are available for bidders' review at the following location:

Watsonville Blueprint, 41 Hangar Way,  
Watsonville, CA 95076

6. Contract Documents are also available for purchase for One Hundred Fifty dollars (\$150) from Watsonville Blueprint. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. Sealed bids will be received until 2:30p.m., November 28, 2017 at the District Planning Office, 205 Blackburn Rd., Watsonville, California 95076, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or

more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Pajaro Valley Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

10. A mandatory pre-bid conference and site visit will be held on November 13, 2017, at 11:00 a.m. at 205 Blackburn Rd, Watsonville, California. All participants are required to sign in at the Planning Building, 205 Blackburn Rd, Watsonville, California. The site visit is expected to take approximately 45 minutes. Failure to attend or tardiness will render bid ineligible.

11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three

percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

A. The base bid amount only.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Advertise: 1st Publication Date, November 3, 2017  
2nd Publication Date, November 10, 2017

**SUB-BIDS REQUESTED FROM QUALIFIED SBE/MBE/WBE/DBE/DVBE Subcontractors and Suppliers for the following project(s):**  
**Modernization at Los Robles Elementary School for Porterville Unified School District in Porterville, CA**

**Requested Trades for Bid:** All Trades  
**Bid Date:** Tuesday, November 16, 2017  
**Bid Time:** 2:00PM

Request that all bids be sent to Brett McClincy via Fax at (559) 798-1412 or email at [brett@forcummackey.com](mailto:brett@forcummackey.com)

**Company:** Forcum/Mackey Construction, Inc.  
**Address:** 15695 Jasmine Avenue  
 Ivanhoe, CA 93235

**Tel:** (559) 798-1837 **Fax:** (559) 798-1412

27110246

**REQUESTING SUB-BIDS FROM QUALIFIED DVBEs Romoland Elementary School.**

**Bid Date:** November 14, 2017

**Lic.Type:** C-2

**Location:** Romoland USD

**Duration:** 300 Days

**Contact:** Cynthia Ortega

**Company:** Southcoast Acoustical Interiors Inc.

**Address:** 14980 Hilton Drive  
 Fontana, Ca 92336

**Tel:** (909) 428-2600

**Fax:** (909) 428-2602

270110243

**REQUESTING SUB-BIDS FROM QUALIFIED DVBE for Steam & Condensate Line Replacement - Gym.**

**Bid Date:** November 16, 2017

**Location:** Porterville

**Contact:** Mariah Oliveira

**Company:** Strategic Mechanical Inc.

**Address:** 4661 E Commerce Ave.  
 Fresno, CA 93725

**Tel:** (559) 291-1952

**Fax:** (559) 291-1805

27110242



IN THE SUPERIOR COURT of the STATE OF CALIFORNIA  
in and for the County of Santa Cruz

CERTIFICATE OF PUBLICATION

Ad No.: 8439-13938

STATE OF CALIFORNIA }  
COUNTY OF SANTA CRUZ } SS

I, **Alanna Anderson**,  
hereby certify that the **Watsonville Register Pajaronian**, a newspaper of general circulation, within the provisions of the government code of the State of California, printed and published in the City of Watsonville, County of Santa Cruz, State of California; that I am the principal clerk of the printer of said newspaper; that the

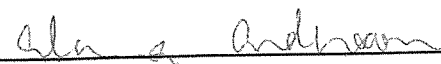
**Legal Notice: NOTICE TO BIDDERS -  
MODULAR CLASSROOMS**

of which the annexed clipping is a true printed copy was published in said newspaper on the following dates, to wit:

**November 4, 11, 2017**

I certify under penalty of perjury that the foregoing is true and correct, at Watsonville, California, on the

**November 13, 2017**

  
Alanna Anderson, Legal Clerk

**NOTICE TO BIDDERS**

Notice is hereby given that the governing board ("Board") of the Pajaro Valley Unified School District ("District") will receive sealed bids for the following project, ("Project" or "Contract"):

**Modular Classroom Buildings and  
Modular Toilet Room Buildings at Various Sites  
Bid No. B-17-28-11-000-9291**

The Project consists of:

Several Optional variations of leased and purchased modular buildings as described in the Bid Form Section 00 14 13

(Past \_\_\_\_\_ ) (ice)

To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): "B". The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

Contract Documents will be available on or after November 8, 2017, for review at the District Planning Office, 205 Blackburn St., Watsonville, CA 95076. In addition, Contract Documents are available for bidders' review at the following location:

Watsonville Blueprint, 41 Hangar Way,  
Watsonville, CA 95076

Contract Documents are also available for purchase for One Hundred Fifty dollars (\$150) from Watsonville Blueprint. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

Sealed bids will be received until 2:30p.m., November 28, 2017 at the District Planning Office, 205 Blackburn Rd., Watsonville, California 95076, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

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"Proof of Publication must be filed with the County Clerk's Office within 30 days of the last publication date, pursuant to Civil Code Section 2466."

**BID FORM AND PROPOSAL**

Pajaro Valley Unified School District ("District" or "Owner")

From: McGrath RentCorp., dba Mobile Modular Management Corporation  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. B-17-28-11-000-9291.

PROJECT: Piggyback: Cooperative Purchasing Agreement

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

**USE ATTACHED BID GROUP A**

Twenty-three thousand eight hundred and ninety-eight	dollars	\$	<u>23,898.00</u>
<b>BASE BID</b>			
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.</i></b>			

***Attach Building Options Matrix and Optional Tenant Improvement Matrix***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bid Group A – Amesti School Building Lease

BID GROUP A

*(the apparent low bidder will be based on the total dollar amount listed for Bid Group A only)*

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

All lease payments are to be billed on a monthly basis, otherwise directed by the District. District will provide a 30 day notice as to the removal of the portable classrooms. Monthly lease amount will not be billed for the month following removal.

There is a cost to the District for dismantling and returning each portable that is currently in place – each of which would have to be removed for the installation of a different modular/relocatable building. The cost for this will be added to the bid for each modular/relocatable unit which is not currently in place in the District (item 13 below).

ITEM	DESCRIPTION	24' x 40' Open Classroom	X 2 (Qty of Buildings on site)	(not used)	TOTAL
1.	Leased Unit Delivery	NA	NA	NA	NA
2.	Leased Unit Set	NA	NA	NA	NA
3.	Leased Unit Dismantle	NA	NA	NA	NA
4.	Leased Unit Return	NA	NA	NA	NA
5.	One year Annual Lease	\$ 6,624.00	\$ 13,248.00	NA	\$ 13,248.00
6.	Relocate within District	NA	NA	NA	NA
7.	Install Ramp Skirting	NA	NA	NA	\$ NA
8.	Remove Ramp Skirting	NA	NA	NA	\$ NA
9.	Disconnect Utilities	NA	NA	NA	\$ NA
10.	Reconnect Utilities	NA	NA	NA	\$ NA
11.	Move Furniture Out	NA	NA	NA	\$ NA
12.	Move Furniture In	NA	NA	NA	\$ NA
13.	Dismantle and Return Delivery of Existing Building	\$ 5,325.00	\$ 10,650.00	NA	\$ 10,650.00
14.	Move Fences or Equipment	NA	NA	NA	\$ NA
15.	DSA Fees for Site Application	NA	NA	NA	\$ NA
					\$ NA
					\$ 23,898.00

Total Base Bid for Group "A": \$ 23,898.00

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>11/15/17</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>11/20/17</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a B \_\_\_\_\_ license.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.



2155 South Bascom Ave, Ste. 200  
Campbell, CA 95008  
PH: 408.879.0600  
FAX: 408.377.6066

**ADD 01**

## Addendum No. 01

**PROJECT:**      **Piggyback – Cooperative Purchase Agreement**  
Pajaro Valley Unified School District  
205 Blackburn Rd  
Watsonville, CA 95076

**Date: 11/15/17**

**PROJECT NO:**    17101

1.      This Addendum shall supersede all previously issued Contract Documents wherein it modifies same. All other conditions of the Contract remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally shown and/or specified.

2.      Bidders shall acknowledge receipt of this Addendum on Bid Form.

3.      SPECIFICATION REVISIONS

**Item 1.1 Section 00 21 13 Bidder Information and Forms**

- A. DELETE Paragraph 17 in its entirety.
- B. DELETE Paragraph 19 in its entirety.
- C. REVISE Paragraph 20 to note questions may be received up to November 22, 2017.

**Item 1.2 Section 00 41 13 Bid Form and Proposal**

See attached REVISED Section 00 41 13 Bid Form and Proposal.

- A. REVISE to reference use of Bid Group A prior to Base Bid Box.
- B. ADD "Attach Building Options Matrix and Optional Tenant Improvement Matrix" after Base Bid box.
- C. REVISE Paragraph 1 Unit Prices to DELETE "USE ATTACHED BID FORM MATRIX" to read, "Use Attached Bid Group A, Building Options Matrix and Optional Tenant Improvement Matrix."
- D. ADD Piggybacking: Cooperative Purchasing/Other Agency page.
- E. ADD page Bid Group A – Amesti School Building Lease
- F. REVISE Optional Tenant Improvements to include Zone Charges

**Item 1.3 Section 00 45 01 Site Visit Certification**

- A. DELETE Section 00 45 00 Site Visit Certification

**Item 1.4** Not Used

**Item 1.5** Section 00 73 13 Special Conditions

- A. DELETE: Paragraph 2 Badge Policy for Contractors
- B. REVISE Paragraph 4 Weather days table as per below.

January	<u>6</u>	July	<u>0</u>
February	<u>7</u>	August	<u>0</u>
March	<u>5</u>	September	<u>1</u>
April	<u>3</u>	October	<u>2</u>
May	<u>2</u>	November	<u>2</u>
June	<u>1</u>	December	<u>4</u>

\*Note: This table pertains to new building purchases only.

**Item 1.6** Section 00 71 00 Modular Building Specific Special Conditions

- A. DELETE Section 00 71 00 Modular Building Specific Special Conditions

**Item 1.7** Section 01 11 00 Summary of Work

- A. DELETE Section 1.08 F regarding temporary fencing.
- B. DELETE Section 1.09 A locating underground facilities.

**Item 1.8** Section 01 32 13 Scheduling of Work

- A. DELETE Section 01 32 13 Scheduling of Work

**Item 1.9** Section 01 41 00Regulatory Requirements

- A. DELETE Paragraph 1.03.C.2

**Item 1.10** Section 01 50 00 Temporary Facilities and Controls

- A. DELETE Paragraph 1.02.C Water

**Item 1.11** Section 01 77 00 Contract Closeout and Final Cleaning

- A. DELETE Paragraph 1.03.F regarding Site Cleaning.
- B. DELETE Paragraph 1.05 Record Documents and Shop Drawings

**Item 1.12** Section 01 78 23 Operation and Maintenance Data

A. DELETE Section 01 78 23 Operation and Maintenance Data

**Item 1.13** Section 01 78 36 Warranties

A. DELETE Section 01 78 36 Warranties

**Item 1.14** Section 01 78 39 Record Documents

A. DELETE Paragraph 2.02.A.1.

4. DRAWING REVISIONS

**NONE**

5. CLARIFICATIONS

**NONE**

6. ATTACHMENTS

Specifications:

Specification Section 00 41 13 Bid Form and Proposal

Drawings:

None

Clarifications:

None

END OF ADDENDUM 1



2155 South Bascom Ave, Ste. 200  
Campbell, CA 95008  
PH: 408.879.0600  
FAX: 408.377.6066

**ADD 02**

## Addendum No. 02

**PROJECT:**      **Piggyback – Cooperative Purchase Agreement**  
Pajaro Valley Unified School District  
205 Blackburn Rd  
Watsonville, CA 95076

**Date: 11/20/17**

**PROJECT NO:**    17101

1.      This Addendum shall supersede all previously issued Contract Documents wherein it modifies same. All other conditions of the Contract remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally shown and/or specified.

2.      Bidders shall acknowledge receipt of this Addendum on Bid Form.

3.      SPECIFICATION REVISIONS

**Item 1.1** Section 00 00 41 13 Bid Form and Proposal – Building Options

DELETE Building Options and ADD attached Building Options From.

4.      DRAWING REVISIONS

**NONE**

5.      CLARIFICATIONS

**NONE**

6.      ATTACHMENTS

Specifications:

Specification Section 00 41 13 Bid Form and Proposal – Building Options

Drawings:

None

Clarifications:

None



END OF ADDENDUM 2

---

Mark Finney  
Sugimura Finney Architects

Building Options	12x40 DSA Classroom	24x40 DSA Classroom	36x40 DSA Classroom	48x40 DSA Classroom	30x32 DSA Classroom	24x60 DSA Classroom	12x40 DSA RR B/G	12x40 DSA RR B/S/G	12x40 DSA RR B/G/S/I	24x60 HCD Open	12x60 HCD Open Center
PURCHASE											
Used/Refurbished	\$ 34,180.00	\$ 45,270.00	\$ 74,300.00	\$ 87,740.00	\$ 52,560.00	\$ 79,800.00	\$ 74,620.00	\$ 77,270.00	\$ 79,710.00	\$ 56,488.00	\$ 32,910.00
USED - LEASE											
12 month term	\$ 705.00	\$ 1,350.00	\$ 1,620.00	\$ 2,305.00	\$ 1,215.00	\$ 1,660.00	\$ 1,560.00	\$ 1,570.00	\$ 1,590.00	\$ 865.00	\$ 488.00
24 month term	\$ 695.00	\$ 950.00	\$ 1,605.00	\$ 2,285.00	\$ 1,200.00	\$ 1,645.00	\$ 1,520.00	\$ 1,535.00	\$ 1,565.00	\$ 810.00	\$ 475.00
36 month term	\$ 515.00	\$ 580.00	\$ 1,188.00	\$ 1,695.00	\$ 890.00	\$ 1,220.00	\$ 1,505.00	\$ 1,520.00	\$ 1,540.00	\$ 770.00	\$ 470.00
48 month term	\$ 505.00	\$ 570.00	\$ 1,160.00	\$ 1,670.00	\$ 875.00	\$ 1,195.00	\$ 1,480.00	\$ 1,495.00	\$ 1,515.00	\$ 770.00	\$ 470.00
60 month term	\$ 490.00	\$ 555.00	\$ 1,145.00	\$ 1,655.00	\$ 850.00	\$ 1,170.00	\$ 1,440.00	\$ 1,460.00	\$ 1,485.00	\$ 770.00	\$ 470.00
Delivery	\$ 1,910.00	\$ 1,910.00	\$ 2,865.00	\$ 3,820.00	\$ 1,910.00	\$ 4,410.00	\$ 1,910.00	\$ 1,910.00	\$ 1,910.00	\$ 1,475.00	\$ 737.50
Return Delivery	\$ 1,910.00	\$ 1,910.00	\$ 2,865.00	\$ 3,820.00	\$ 1,910.00	\$ 4,410.00	\$ 1,910.00	\$ 1,910.00	\$ 1,910.00	\$ 1,475.00	\$ 737.50
Installation (wood)	\$ 2,905.00	\$ 4,520.00	\$ 6,470.00	\$ 8,625.00	\$ 5,315.00	\$ 7,030.00	\$ 3,220.00	\$ 4,610.00	\$ 4,805.00	\$ 4,310.00	\$ 2,375.00
Dismantle	\$ 1,715.00	\$ 3,415.00	\$ 4,805.00	\$ 6,345.00	\$ 3,775.00	\$ 5,155.00	\$ 1,915.00	\$ 3,340.00	\$ 3,545.00	\$ 3,235.00	\$ 1,465.00

Building Options	12x40 DSA Classroom	24x40 DSA Classroom	36x40 DSA Classroom	48x40 DSA Classroom	30x32 DSA Classroom	24x60 DSA Classroom	12x40 DSA RR B/G	12x40 DSA RR B/S/G	12x40 DSA RR B/G/S/I	24x60 HCD Open	12x60 HCD Open Center
PURCHASE											
New product	\$ 43,826.00	\$ 72,877.00	\$ 108,215.00	\$ 141,961.00	\$ 78,545.00	\$ 112,552.00	\$ 96,247.00	\$ 99,856.00	\$ 103,166.00	\$ 153,779.00	\$ 68,318.00
NEW - LEASE											
12 month term	\$ 1,052.00	\$ 1,660.00	\$ 2,979.00	\$ 3,908.00	\$ 2,162.00	\$ 3,097.00	\$ 2,340.00	\$ 2,460.00	\$ 2,505.00	\$ 3,672.00	\$ 1,836.00
24 month term	\$ 965.00	\$ 1,600.00	\$ 2,731.00	\$ 3,582.00	\$ 1,982.00	\$ 2,839.00	\$ 2,145.00	\$ 2,255.00	\$ 2,296.50	\$ 3,366.00	\$ 1,683.00
36 month term	\$ 877.00	\$ 1,350.00	\$ 2,482.00	\$ 3,256.00	\$ 1,802.00	\$ 2,581.00	\$ 1,950.00	\$ 2,050.00	\$ 2,088.00	\$ 3,060.00	\$ 1,530.00
48 month term	\$ 877.00	\$ 1,325.00	\$ 2,482.00	\$ 3,256.00	\$ 1,802.00	\$ 2,581.00	\$ 1,950.00	\$ 2,050.00	\$ 2,088.00	\$ 3,060.00	\$ 1,530.00
60 month term	\$ 702.00	\$ 1,300.00	\$ 1,986.00	\$ 2,605.00	\$ 1,442.00	\$ 2,065.00	\$ 1,560.00	\$ 1,640.00	\$ 1,670.00	\$ 2,448.00	\$ 1,224.00
Delivery	\$ 1,910.00	\$ 1,910.00	\$ 2,865.00	\$ 3,820.00	\$ 1,910.00	\$ 4,410.00	\$ 1,910.00	\$ 1,910.00	\$ 1,910.00	\$ 1,475.00	\$ 737.50
Return Delivery	\$ 1,910.00	\$ 1,910.00	\$ 2,865.00	\$ 3,820.00	\$ 1,910.00	\$ 4,410.00	\$ 1,910.00	\$ 1,910.00	\$ 1,910.00	\$ 1,475.00	\$ 737.50
Installation (wood)	\$ 2,905.00	\$ 4,520.00	\$ 6,470.00	\$ 8,625.00	\$ 5,315.00	\$ 7,030.00	\$ 3,220.00	\$ 4,610.00	\$ 4,805.00	\$ 4,310.00	\$ 2,375.00
Dismantle	\$ 1,715.00	\$ 3,415.00	\$ 4,805.00	\$ 6,345.00	\$ 3,775.00	\$ 5,155.00	\$ 1,915.00	\$ 3,340.00	\$ 3,545.00	\$ 3,235.00	\$ 1,465.00

## Optional Tenant Improvements

Item No.	Item Description	Unit of Measure	Sale Price	Lease Rate 12-23 mo	Lease Rate 24-35 mo	Lease Rate 36-47 mo	Lease Rate 48-59 mo	Lease Rate 60+ mo
	Interior							
1	FRP - add to interior wall	LF	\$ 34.22	\$ 3.25	\$ 1.63	\$ 1.08	\$ 0.81	\$ 0.65
2	Insulation R-13 - add to interior wall	SF	\$ 6.31	\$ 0.60	\$ 0.30	\$ 0.20	\$ 0.15	\$ 0.12
3	Interior walls (9' height) - add tackboard	LF	\$ 117.70	\$ 11.18	\$ 5.59	\$ 3.73	\$ 2.80	\$ 2.24
4	Soundboard - add to interior wall	LF	\$ 17.76	\$ 1.69	\$ 0.84	\$ 0.56	\$ 0.42	\$ 0.34
5	Wall, extend interior wall to roof in tackboard over Gyp.	LF	\$ 162.37	\$ 15.43	\$ 7.71	\$ 5.14	\$ 3.86	\$ 3.09
6	Wall, remove existing interior wall 9'-excludes floor repair	LF	\$ 33.51	\$ 3.18	\$ 1.59	\$ 1.06	\$ 0.80	\$ 0.64
7	Tape, texture, paint interior wall finish	LF	\$ 72.55	\$ 6.89	\$ 3.45	\$ 2.30	\$ 1.72	\$ 1.38
8	8x4 porcelain / steel markerboard	EA	\$ 420.00	\$ 39.90	\$ 19.95	\$ 13.30	\$ 9.98	\$ 7.98
9	12x4 porcelain / steel markerboard	EA	\$ 890.00	\$ 84.55	\$ 42.28	\$ 28.18	\$ 21.14	\$ 16.91
10	Projection screen 6' Da-Lite Mobile B or equal	EA	\$ 388.00	\$ 36.86	\$ 18.43	\$ 12.29	\$ 9.22	\$ 7.37
	Doors							
	3070 steel door w/Schlage D93 (classroom lockdown) lever hardware, Norton 7500 door closer with hold open (or equal)	EA	\$ 2,524.00	\$ 239.78	\$ 119.89	\$ 79.93	\$ 59.95	\$ 47.96
11								
12	6070 steel double door w/Schlage D93 lever hardware, Norton 7500 door closer with hold open (or equal)	EA	\$ 4,277.00	\$ 406.32	\$ 203.16	\$ 135.44	\$ 101.58	\$ 81.26
13	2068 steel plumb chase door w/ deadbolt	EA	\$ 1,981.00	\$ 188.20	\$ 94.10	\$ 62.73	\$ 47.05	\$ 37.64
14	3068 interior wood door in steel frame, solid core, pre-finished (Oak Legacy, White Ash, Walnut, or equal)	EA	\$ 1,963.00	\$ 186.49	\$ 93.24	\$ 62.16	\$ 46.62	\$ 37.30
15	6068 interior wood double door in steel frame	EA	\$ 3,122.00	\$ 296.59	\$ 148.30	\$ 98.86	\$ 74.15	\$ 59.32
16	Panic hardware, Von Duprin CD99NL or equal	EA	\$ 2,886.00	\$ 274.17	\$ 137.09	\$ 91.39	\$ 68.54	\$ 54.83
17	Door closer (Norton 7500 w/hold-open) or equal	EA	\$ 478.00	\$ 45.41	\$ 22.71	\$ 15.14	\$ 11.35	\$ 9.08
18	Door, key alike	EA	\$ 177.00	\$ 16.82	\$ 8.41	\$ 5.61	\$ 4.20	\$ 3.36

[illegible]

40	Additional layer of foundation material 150#	Module	\$	325.00	NA	NA	NA	NA	NA	NA	NA	NA
41	Perimeter skirting	LF	\$	18.00	NA	NA	NA	NA	NA	NA	NA	NA
42	Skirting removal and disposal	LF	\$	7.00	NA	NA	NA	NA	NA	NA	NA	NA
43	Add taller skirting (T1-11) - up to 24"	LF	\$	25.35	NA	NA	NA	NA	NA	NA	NA	NA
44	Add taller skirting MDO - up to 24"	LF	\$	25.35	NA	NA	NA	NA	NA	NA	NA	NA
45	Structural-crib wall	LF	Cost + 20%		NA	NA	NA	NA	NA	NA	NA	NA
46	Crib wall removal	LF	Cost + 20%		NA	NA	NA	NA	NA	NA	NA	NA
47	Seismic foundation system - standard cross drive or auger installation - excludes near source factor upgrade and engineering	EA	\$	150.00	NA	NA	NA	NA	NA	NA	NA	NA
48	Seismic foundation system - standard cross drive or auger removal -excludes site patch and repair	EA	\$	45.00	NA	NA	NA	NA	NA	NA	NA	NA
49	Seismic foundation system-Tuf-1 (or equal) installation	EA	\$	150.00	NA	NA	NA	NA	NA	NA	NA	NA
50	Seismic foundation system Tuf-1 (or equal) removal-excludes site patch and repair	EA	\$	65.00	NA	NA	NA	NA	NA	NA	NA	NA
51	Foundation engineering	SF	Cost + 15%		NA	NA	NA	NA	NA	NA	NA	NA
51.1	Upgraded foundation to meet liquefaction requirements	EA	Cost + 15%		NA	NA	NA	NA	NA	NA	NA	NA
	<b>ROOF</b>											
52	R-30 attic insulation in lieu of R-19	SF	\$	2.83	\$	0.27	\$	0.13	\$	0.09	\$	0.07
53	Galvanized, standing seam	SF	\$	6.94	\$	0.66	\$	0.33	\$	0.22	\$	0.16
54	"Cool Roof" TPO, (Dura-last or equal)	SF	Cost + 20%		NA	NA	NA	NA	NA	NA	NA	NA
	<b>CEILING</b>											
55	Ceiling grid 2' x 4' with regular edge ceiling panels - Armstrong 2910 or equal	SF	\$	3.62	\$	0.34	\$	0.17	\$	0.11	\$	0.09
56	Ceiling tile Armstrong 1761 Second Look on 2' x 4' grid, or equal	SF	\$	1.86	\$	0.18	\$	0.09	\$	0.06	\$	0.04
57	Ceiling, install new T-grid and tile	SF	\$	4.94	\$	0.47	\$	0.23	\$	0.16	\$	0.12
	<b>FIRE RATING</b>											
58	Fire-rated interior door 1-hour rated 3' x 7' Central Valley Hardware or equal	EA	\$	3,932.00	\$	373.54	\$	186.77	\$	124.51	\$	93.39
59	Fire-rated interior door 1-hour rated 6' x 7' Central Valley Hardware or equal	EA	\$	5,231.00	\$	496.95	\$	248.47	\$	165.65	\$	124.24
60	Fire-rated interior door 2-hour rated 3' x 7' Central Valley Hardware or equal	EA	\$	3,488.00	\$	331.36	\$	165.68	\$	110.45	\$	82.84

61	Fire-rated interior door 2-hour rated 6' x 7' Central Valley Hardware or equal	EA	\$	5,518.00	\$	524.21	\$	262.11	\$	174.74	\$	131.05	\$	104.84
62	Fire rated exterior door 1-hour rated 6068 Central Valley Hardware Company or equal	EA	\$	5,231.00	\$	496.95	\$	248.47	\$	165.65	\$	124.24	\$	99.39
63	Fire rated exterior door 2-hour rated 6068 Central Valley Hardware Company or equal	EA	\$	5,866.00	\$	557.27	\$	278.64	\$	185.76	\$	139.32	\$	111.45
64	Double exterior door 1-hour rating	EA	\$	5,231.05	\$	496.95	\$	248.47	\$	165.65	\$	124.24	\$	99.39
65	Double exterior door 2 hour rating	EA	\$	5,866.88	\$	557.35	\$	278.68	\$	185.78	\$	139.34	\$	111.47
66	Fire rated exterior wall (1 hour)	LF	\$	197.14	\$	18.73	\$	9.36	\$	6.24	\$	4.68	\$	3.75
67	Fire rated exterior wall (2 hour)	LF	\$	322.65	\$	30.65	\$	15.33	\$	10.22	\$	7.66	\$	6.13
68	Fire rated interior wall (1 hour)	LF	\$	183.03	\$	17.39	\$	8.69	\$	5.80	\$	4.35	\$	3.48
69	Fire rated interior wall (2 hour)	LF	\$	248.67	\$	23.62	\$	11.81	\$	7.87	\$	5.91	\$	4.72
70	Fire rated exterior Window 1-hour rated 4040 Central Valley Hardware Company or equal	EA	\$	2,962.02	\$	281.39	\$	140.70	\$	93.80	\$	70.35	\$	56.28
71	Fire rated skirting	LF	\$	28.00	\$	2.66	\$	1.33	\$	0.89	\$	0.67	\$	0.53
72	Fire rated skirting removal	LF	\$	12.00	\$	1.14	\$	0.57	\$	0.38	\$	0.29	\$	0.23
73	Fire sprinklers - light hazard, per sf (attaches to site riser by others)	SF	\$	16.64	\$	1.58	\$	0.79	\$	0.53	\$	0.40	\$	0.32
74	Fire dampers (electrical)	EA	\$	558.00	\$	53.01	\$	26.51	\$	17.67	\$	13.25	\$	10.60
	<b>FIRE PROTECTION</b>													
75	Electronic horn with strobe - Gentex (SHG241575WR)	EA	\$	157.33	\$	14.95	\$	7.47	\$	4.98	\$	3.74	\$	2.99
76	Fire extinguisher with mounting bracket, KIDDE 366242 or equal	SF	\$	144.40	\$	13.72	\$	6.86	\$	4.57	\$	3.43	\$	2.74
77	Install non-proprietary fire alarm device (1 pull-station, 1 horn, 1 strobe)	EA	\$	1,263.77	\$	120.06	\$	60.03	\$	40.02	\$	30.01	\$	24.01
	<b>FLOOR</b>													
78	Mohawk, CEO II - Architect 689- glue down carpet tile, or equal	SY	\$	52.60	\$	5.00	\$	2.50	\$	1.67	\$	1.25	\$	1.00
79	Carpeting (standard) Weave Publicity 26 oz.	SY	\$	29.77	\$	2.83	\$	1.41	\$	0.94	\$	0.71	\$	0.57
80	Armstrong Excelon VCT 12"x12" Std. Sandrift white or equal- excludes underlayment	SF	\$	5.90	\$	0.56	\$	0.28	\$	0.19	\$	0.14	\$	0.11
81	Floor Load 100 lbs. (NIC foundation upgrade)	SF	\$	5.12	\$	0.49	\$	0.24	\$	0.16	\$	0.12	\$	0.10
82	Floor Load 125 lbs. (NIC foundation upgrade)	SF	\$	5.65	\$	0.54	\$	0.27	\$	0.18	\$	0.13	\$	0.11
83	Floor Load 150 lbs. (NIC foundation upgrade)	SF	\$	5.81	\$	0.55	\$	0.28	\$	0.18	\$	0.14	\$	0.11
84	Linoleum Armstrong Marmorette - heat welded installation 2.5 millimeter, or equal	SF	\$	41.12	\$	3.91	\$	1.95	\$	1.30	\$	0.98	\$	0.78

85	Sheet Vinyl 4" self cove Tarkett Coordinates (or equal) .080 gauge no wax vinyl flooring	SF	\$	47.67	\$	4.53	\$	2.26	\$	1.51	\$	1.13	\$	0.91
86	Sheet Vinyl 6" self cove Tarkett Coordinates (or equal) .080 gauge no wax vinyl flooring	SF	\$	47.67	\$	4.53	\$	2.26	\$	1.51	\$	1.13	\$	0.91
87	Rubber covebase 4" Burke, or equal	LF	\$	5.42	\$	0.51	\$	0.26	\$	0.17	\$	0.13	\$	0.10
88	Rubber covebase 6" Burke, or equal	LF	\$	7.15	\$	0.68	\$	0.34	\$	0.23	\$	0.17	\$	0.14
89	Floor, underlayment	SF	\$	13.53	\$	1.29	\$	0.64	\$	0.43	\$	0.32	\$	0.26
90	Vinyl transition strip	LF	\$	4.55	\$	0.43	\$	0.22	\$	0.14	\$	0.11	\$	0.09
91	Floor, install std. MIMC carpet over pad	SY	\$	27.30	\$	2.59	\$	1.30	\$	0.86	\$	0.65	\$	0.52
92	Floor, remove existing glue down carpet tile	SY	\$	4.07	\$	0.39	\$	0.19	\$	0.13	\$	0.10	\$	0.08
93	Floor, remove existing glue down carpet	SY	\$	4.07	\$	0.39	\$	0.19	\$	0.13	\$	0.10	\$	0.08
94	Floor, remove existing VCT	SF	\$	2.66	\$	0.25	\$	0.13	\$	0.08	\$	0.06	\$	0.05
95	Access panel - through floor 24"x24"	EA	\$	1,220.00	\$	115.90	\$	57.95	\$	38.63	\$	28.98	\$	23.18
96	6" self cove (adder)	LF	\$	17.10	\$	1.62	\$	0.81	\$	0.54	\$	0.41	\$	0.32
97	Welded seams (adder)	SF	\$	15.40	\$	1.46	\$	0.73	\$	0.49	\$	0.37	\$	0.29
	<b>WINDOWS</b>													
98	View window for exterior door 10"x10" Active Supply, or equal	EA	\$	364.12	\$	34.59	\$	17.30	\$	11.53	\$	8.65	\$	6.92
99	View window for interior door 10"x10" Active Supply, or equal	EA	\$	364.12	\$	34.59	\$	17.30	\$	11.53	\$	8.65	\$	6.92
100	4030 XO Dual Glaze International Window Corporation 6200 Series, bronze with screen, or equal	EA	\$	959.27	\$	91.13	\$	45.57	\$	30.38	\$	22.78	\$	18.23
101	4040 XO Dual Glaze International Window Corporation 6200 Series, bronze with screen, or equal	EA	\$	1,198.61	\$	113.87	\$	56.93	\$	37.96	\$	28.47	\$	22.77
102	6040 XO Dual Glaze International Window Corporation 6200 Series, bronze with screen, or equal	EA	\$	1,216.09	\$	115.53	\$	57.76	\$	38.51	\$	28.88	\$	23.11
103	8040 XO Dual Glaze International Window Corporation 6200 Series, bronze with screen, or equal	EA	\$	1,524.13	\$	144.79	\$	72.40	\$	48.26	\$	36.20	\$	28.96
104	46"x36" dual glaze exterior window	EA	\$	758.93	\$	72.10	\$	36.05	\$	24.03	\$	18.02	\$	14.42
105	Mini blinds (horizontal) Best Buy by Graber, or equal	EA	\$	446.72	\$	42.44	\$	21.22	\$	14.15	\$	10.61	\$	8.49
106	Quick-release security screens XEPC Inc. MGRK 8040, or equal	EA	\$	783.77	\$	74.46	\$	37.23	\$	24.82	\$	18.61	\$	14.89

107	Quick-release security screens XEPC Inc. MGRK 6040, or equal	EA	\$	760.89	\$	72.28	\$	36.14	\$	24.09	\$	18.07	\$	14.46
108	Quick-release security screens XEPC Inc. MGRK 4040, or equal	EA	\$	638.00	\$	60.61	\$	30.31	\$	20.20	\$	15.15	\$	12.12
109	Interior 4040 fixed single glaze glass framed	EA	\$	521.74	\$	49.57	\$	24.78	\$	16.52	\$	12.39	\$	9.91
110	Close up standard exterior window 6040	EA	\$	515.93	\$	49.01	\$	24.51	\$	16.34	\$	12.25	\$	9.80
111	Close up standard exterior window 8040	EA	\$	822.65	\$	78.15	\$	39.08	\$	26.05	\$	19.54	\$	15.63
112	Close up standard exterior window 46"x39"	EA	\$	427.33	\$	40.60	\$	20.30	\$	13.53	\$	10.15	\$	8.12
113	Security screens fixed 8040	EA	\$	393.11	\$	37.35	\$	18.67	\$	12.45	\$	9.34	\$	7.47
114	Security screens fixed 6040	EA	\$	374.62	\$	35.59	\$	17.79	\$	11.86	\$	8.90	\$	7.12
115	Security screens fixed 46"x39"	EA	\$	374.62	\$	35.59	\$	17.79	\$	11.86	\$	8.90	\$	7.12
	<b>LIGHTING</b>													
116	Dual emergency light with battery pack Sure-Lites UNH-1-SRWDH, or equal	EA	\$	612.55	\$	58.19	\$	29.10	\$	19.40	\$	14.55	\$	11.64
117	Exit sign (battery back-up)	EA	\$	272.20	\$	25.86	\$	12.93	\$	8.62	\$	6.46	\$	5.17
118	Fluorescent light fixture 2" x 2"	EA	\$	416.92	\$	39.61	\$	19.80	\$	13.20	\$	9.90	\$	7.92
119	Fluorescent light fixture 2" x 4"	EA	\$	404.12	\$	38.39	\$	19.20	\$	12.80	\$	9.60	\$	7.68
120	Light switch square	EA	\$	194.66	\$	18.49	\$	9.25	\$	6.16	\$	4.62	\$	3.70
121	Motion sensor for exterior fixture	EA	\$	319.75	\$	30.38	\$	15.19	\$	10.13	\$	7.59	\$	6.08
122	Photo cell for exterior fixture	EA	\$	284.93	\$	27.07	\$	13.53	\$	9.02	\$	6.77	\$	5.41
123	Porch light 100 Watt	EA	\$	166.70	\$	15.84	\$	7.92	\$	5.28	\$	3.96	\$	3.17
124	Light switches, additional, Leviton or equal	EA	\$	174.00	\$	16.53	\$	8.27	\$	5.51	\$	4.13	\$	3.31
	<b>ELECTRICAL</b>													
125	Dedicated circuit 120V	EA	\$	282.00	\$	26.79	\$	13.40	\$	8.93	\$	6.70	\$	5.36
126	Dedicated circuit 220V	EA	\$	390.00	\$	37.05	\$	18.53	\$	12.35	\$	9.26	\$	7.41
127	Conduit 1/2" EMT (no wire) with pull wire in walls or ceiling	LF	\$	8.06	\$	0.77	\$	0.38	\$	0.26	\$	0.19	\$	0.15
128	Conduit 3/4" EMT (no wire) with pull wire in walls or ceiling	LF	\$	8.20	\$	0.78	\$	0.39	\$	0.26	\$	0.19	\$	0.16
129	Conduit 1" EMT (no wire) with pull wire in walls or ceiling	LF	\$	8.34	\$	0.79	\$	0.40	\$	0.26	\$	0.20	\$	0.16
130	Floor duplex outlet	EA	\$	659.94	\$	62.69	\$	31.35	\$	20.90	\$	15.67	\$	12.54
131	Floor mounted data outlet	EA	\$	659.94	\$	62.69	\$	31.35	\$	20.90	\$	15.67	\$	12.54
132	GFCI wall outlet	EA	\$	312.00	\$	29.64	\$	14.82	\$	9.88	\$	7.41	\$	5.93
133	GFCI wall outlet (exterior)	EA	\$	312.00	\$	29.64	\$	14.82	\$	9.88	\$	7.41	\$	5.93
134	Junction box (ceiling or wall)	EA	\$	117.00	\$	11.12	\$	5.56	\$	3.71	\$	2.78	\$	2.22
135	Panel 125 Amp (single Phase)	EA	\$	936.18	\$	88.94	\$	44.47	\$	29.65	\$	22.23	\$	17.79
136	Panel 225 Amp (single Phase)	EA	\$	1,554.65	\$	147.69	\$	73.85	\$	49.23	\$	36.92	\$	29.54



137	Panel 400 Amp (single Phase)	EA	\$	3,994.91	\$	379.52	\$	189.76	\$	126.51	\$	94.88	\$	75.90
138	Wall Duplex Outlet 120 V	EA	\$	188.30	\$	17.89	\$	8.94	\$	5.96	\$	4.47	\$	3.58
139	Wall Duplex Outlet 220 V	EA	\$	194.98	\$	18.52	\$	9.26	\$	6.17	\$	4.63	\$	3.70
140	Wall Mounted Data Outlet	EA	\$	117.00	\$	11.12	\$	5.56	\$	3.71	\$	2.78	\$	2.22
141	Wall Quadplex Outlet	EA	\$	123.13	\$	11.70	\$	5.85	\$	3.90	\$	2.92	\$	2.34
	<b>MISCELLANEOUS</b>													
	Additional labor and materials for items not listed herein- (Cost + 20% and/or per hour)													
142		Per hour	\$	150.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
143	Labor due to site conditions/delay	Per man hour	\$	150.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
144	Per Diem for travel (per man, per day)	Per day	\$	325.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
145	Standard wet-stamped tiedown foundation engineerig	Per set of 3	\$	575.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
146	Bonds	%		2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
147	Service call	Per hour	\$	150.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
148	Trip charge	Per hour	\$	150.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
149	Temp wash station	Per month		Cost +20%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
150	Forklift rental	Per day	\$	875.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
151	Crane and rigging- excludes labor	EA		Cost +20%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
152	Final building clean up	Module	\$	550.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
153	Temporary fencing- orange plastic barcade (Per Month)	LF per month		Cost +20%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
154	Temporary power	Per day		Cost +20%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
155	Temporary toilet	Per week		Cost +20%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
156	Field supervision	Per man hour	\$	225.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
157	Additional engineering and design expense	Per hour	\$	375.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	<b>PLUMBING</b>													
158	WC floor mount, tank type, ADA / 15" height	EA	\$	1,761.10	\$	167.30	\$	83.65	\$	55.77	\$	41.83	\$	33.46
159	WC floor mount, flush valve, ADA / 15" height	EA	\$	1,792.17	\$	170.26	\$	85.13	\$	56.75	\$	42.56	\$	34.05
160	WC wall hung, tank type, ADA / 15" height	EA	\$	2,626.93	\$	249.56	\$	124.78	\$	83.19	\$	62.39	\$	49.91
161	WC wall hung, flush valve, ADA / 15" height	EA	\$	2,459.17	\$	233.62	\$	116.81	\$	77.87	\$	58.41	\$	46.72
162	WC child's floor type, tank type, 10" height	EA	\$	1,689.32	\$	160.49	\$	80.24	\$	53.50	\$	40.12	\$	32.10
163	Urinal, flush valve, ADA or specified height	EA	\$	1,710.20	\$	162.47	\$	81.23	\$	54.16	\$	40.62	\$	32.49
164	Urinal, waterless	EA	\$	1,877.89	\$	178.40	\$	89.20	\$	59.47	\$	44.60	\$	35.68
165	Lavatory, wall hung, ADA or specified height, cold only	EA	\$	1,752.15	\$	166.45	\$	83.23	\$	55.48	\$	41.61	\$	33.29
166	Unisex toilet room (3 walls) for interior	EA	\$	9,210.30	\$	874.98	\$	437.49	\$	291.66	\$	218.74	\$	175.00
167	Unisex toilet room (2 walls) for interior	EA	\$	8,361.50	\$	794.34	\$	397.17	\$	264.78	\$	198.59	\$	158.87

168	Remove standard ADA bathroom	EA	\$	1,394.33	\$	132.46	\$	66.23	\$	44.15	\$	33.12	\$	26.49
169	Sensor faucet	EA	\$	482.20	\$	45.81	\$	22.90	\$	15.27	\$	11.45	\$	9.16
170	Sink, classroom, SS, w/ bubbler, cold only	EA	\$	2,910.40	\$	276.49	\$	138.24	\$	92.16	\$	69.12	\$	55.30
171	Sink - stainless steel, Elkay Elite single or equal	EA	\$	2,844.12	\$	270.19	\$	135.10	\$	90.06	\$	67.55	\$	54.04
172	Bubbler, standard	EA	\$	328.00	\$	31.16	\$	15.58	\$	10.39	\$	7.79	\$	6.23
173	Garbage disposal	EA	\$	652.00	\$	61.94	\$	30.97	\$	20.65	\$	15.49	\$	12.39
174	Hose bib (recessed) with locking cover	EA	\$	1,495.00	\$	142.03	\$	71.01	\$	47.34	\$	35.51	\$	28.41
175	Hot water heater - Instant-Flow tankless (includes electrical)	EA	\$	1,598.85	\$	151.89	\$	75.95	\$	50.63	\$	37.97	\$	30.38
176	Hot water heater 10 gallon under counter (includes electrical)	EA	\$	2,094.00	\$	198.93	\$	99.47	\$	66.31	\$	49.73	\$	39.79
177	Hot water heater 20 Gallon (includes electrical)	EA	\$	2,094.00	\$	198.93	\$	99.47	\$	66.31	\$	49.73	\$	39.79
178	Interior wall-mounted drinking fountain (non-refrigerated) Elkay 5H788, or equal	EA	\$	3,204.43	\$	304.42	\$	152.21	\$	101.47	\$	76.11	\$	60.88
179	Interior wall-mounted drinking fountain (refrigerated) Elkay 5H788, or equal	EA	\$	4,558.75	\$	433.08	\$	216.54	\$	144.36	\$	108.27	\$	86.62
180	Mirror 18x24	EA	\$	102.17	\$	9.71	\$	4.85	\$	3.24	\$	2.43	\$	1.94
181	Mirror, 18x30	EA	\$	102.17	\$	9.71	\$	4.85	\$	3.24	\$	2.43	\$	1.94
182	Mirror, 18x30, SS framed	EA	\$	153.34	\$	14.57	\$	7.28	\$	4.86	\$	3.64	\$	2.91
183	Plumbing rough-in for future fixture	EA	\$	608.35	\$	57.79	\$	28.90	\$	19.26	\$	14.45	\$	11.56
184	Signage	EA	\$	78.00	\$	7.41	\$	3.71	\$	2.47	\$	1.85	\$	1.48
185	Sink, mop, floor mount, cold only	EA	\$	2,635.00	\$	250.33	\$	125.16	\$	83.44	\$	62.58	\$	50.07
186	Sink, janitor's, wall mount, cold only	EA	\$	2,216.00	\$	210.52	\$	105.26	\$	70.17	\$	52.63	\$	42.10
187	Steel ADA stall w/enamel finish	EA	\$	2,152.91	\$	204.53	\$	102.26	\$	68.18	\$	51.13	\$	40.91
188	Steel standard stall w/enamel finish	EA	\$	2,044.14	\$	194.19	\$	97.10	\$	64.73	\$	48.55	\$	38.84
189	Steel privacy screen 54x58 w/enamel finish	EA	\$	1,101.22	\$	104.62	\$	52.31	\$	34.87	\$	26.15	\$	20.92
190	Steel urinal screen 24x42 w/enamel finish	EA	\$	717.03	\$	68.12	\$	34.06	\$	22.71	\$	17.03	\$	13.62
191	Grab bars, ADA (set of 2)	EA	\$	179.70	\$	17.07	\$	8.54	\$	5.69	\$	4.27	\$	3.41
192	Floor drain	EA	\$	1,550.57	\$	147.30	\$	73.65	\$	49.10	\$	36.83	\$	29.46
	<b>SCIENCE</b>													
193	Eye wash, sink mounted	EA	\$	1,508.70	\$	143.33	\$	71.66	\$	47.78	\$	35.83	\$	28.67
194	Single-hole top-mount sink for single-hole faucet, stainless steel, acid resistant enamel finish	EA	\$	2,995.21	\$	284.54	\$	142.27	\$	94.85	\$	71.14	\$	56.91
195	Chemsurf (or equal) chemical resistant laminate top	LF	\$	189.42	\$	17.99	\$	9.00	\$	6.00	\$	4.50	\$	3.60
	<b>HVAC</b>													
196	Air balancing	Per HVAC Unit	\$	1,550.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
197	Air balancing (certified)	EA	\$	2,850.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
198	Barometric relief damper, Bard BFAD-5, or equal	EA	\$	488.00	\$	46.36	\$	23.18	\$	15.45	\$	11.59	\$	9.27

[illegible]

230	41-50	Module	\$	1,030.00					
231	51-60	Module	\$	1,030.00					
232	61-70	Module	\$	1,088.00					
233	71-80	Module	\$	1,088.00					
234	81-90	Module	\$	1,210.00					
235	91-100	Module	\$	1,210.00					
236	101-115	Module	\$	1,270.00					
237	116-130	Module	\$	1,270.00					
238	131-145	Module	\$	1,350.00					
239	146-160	Module	\$	1,350.00					
240	161-180	Module	\$	1,430.00					
241	181-200	Module	\$	1,530.00					
242	201-225	Module	\$	1,590.00					
243	226-250	Module	\$	1,720.00					
244	251-275	Module	\$	1,780.00					
245	276-300	Module	\$	1,885.00					
246	301-325	Module	\$	1,885.00					
247	326-350	Module	\$	2,030.00					
248	351-375	Module	\$	2,095.00					
249	376-400	Module	\$	2,160.00					
250	401-425	Module	\$	2,370.00					
251	425-450	Module	\$	2,445.00					
252	451-475	Module	\$	2,550.00					
253	476-500	Module	\$	2,670.00					
254	501-525	Module	\$	2,770.00					
255	526-550	Module	\$	2,840.00					
256	551-575	Module	\$	2,950.00					
257	576-600	Module	\$	3,070.00					
258	Additional rate for up to 60' modules	Module	\$	1,000.00					
259	Pilot or pole car for over-height or over-width loads	Module	\$	90.00/hr 4 hr min					
260	Side load or flip building	Module	\$	290.00					
261	Permits	Module	\$	95.00					
262	Traffic control	Per hour	\$	150.00/hr					Min 4 hours
	ZONE CHARGE								
263	Zone 1	EA		No Adjustment					
264	Zone 2	EA		\$ 1,000.00/module					
265	Zone 3	EA		\$ 2,000.00/module					
266	Zone 4	EA		\$ 3,000.00/module					

[illegible]

PIGGYBACKING:  
COOPERATIVE PURCHASING/OTHER AGENCY

It is the intent of the Pajaro Valley Unified School District that other Public School Districts, Community College Districts and public agencies throughout the State of California may purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Public Contract Code Sections 20118 and 20652. Building freight/shipping charges are included in the bid prices for the Pajaro Valley Unified School District only. Additional freight/shipping charges that may be required by other agencies are outside the scope of the base bid. Furthermore, additional charges are due to site conditions that may apply and are also outside the scope of the base bid. The Pajaro Valley Unified School District waives its rights to require other Districts to draw their warrants in favor of this District and authorizes each District to make payment directly to the successful bidder.

The Contractor agrees that this contract is automatically renewed through January 2022.

The prices shall be adjusted semi-annually after the first year beginning in January 2018, pursuant to the following formula provided the Contractor submits a request to the District, for a price adjustment in writing within 90 days of the semi-annual contract extension, beginning January 2018. The price adjusted shall be calculated as follows: The original contract price, multiplied by the office of the Public School Construction Class B index, ending the month prior to the current 6 months.

This "Piggyback" contract will automatically renew for the next four (4) consecutive years.

NAME OF BIDDER: McGrath Rent Corp, dba Mobile Modular Management Corp.

Licensed in accordance with an act for the registration of Contractors, and with license number: 450299  
Expiration: January 15, 2018

California

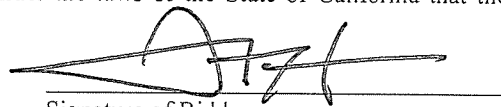
Where incorporated, if applicable

Joe Hanna - CEO

Keith Pratt - CFO

\_\_\_\_\_  
Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

5700 Las Positas Road  
Livermore CA 94551  
\_\_\_\_\_

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 27<sup>th</sup> day of November 20 17

Name of Bidder: McGrath Renth Corp, dba Mobile Modular Management Corp

Type of Organization: Corporation

Signed by: 

Title of Signer: \_\_\_\_\_

Address of Bidder: 5700 Las Positas Road Livermore, CA 94551

Taxpayer Identification No. of Bidder: 94-2579843

Telephone Number: 925. 606. 9000

Fax Number: 925. 435. 3201

E-mail: JHanna@mobilemodular.com Web Page: WWW.mobilemodular.com

Contractor's License No(s): No.: 450299 Class: B Expiration Date: January 15, 2018

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000000421

END OF DOCUMENT

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

McGrath RentCorp dba

That the undersigned, Mobile Modular Management Corporation, as Principal ("Principal"),

and Liberty Mutual Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Pajaro Valley Unified School District ("District") of Santa Cruz County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of the Total Amount Bid Dollars (\$ 10% of the total amount bid

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Modular Classroom Buildings and Modular\* ("Project" or "Contract").

\*Restroom Buildings at Various Sites Project no. 00 43 13-1

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.



In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 20th day of November, 2017.

McGrath RentCorp dba Mobile Modular Management Corporation  
Principal



By

Liberty Mutual Insurance Company  
Surety



By Edith Garibay, Attorney-in-Fact

SullivanCurtisMonroe Insurance Services, LLC  
Name of California Agent of Surety

1920 Main Street, Suite 600, Irvine, CA 92614  
Address of California Agent of Surety

949-250-7172  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On 11-20-2017 before me, R. Rivas, Notary Public

Date

Here Insert Name and Title of the Officer

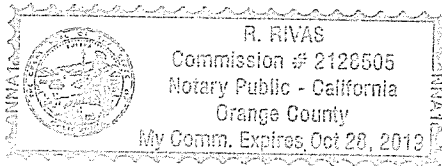
personally appeared Edith Garibay

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edith Garibay

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6998369

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

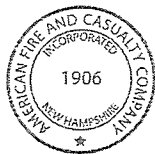
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edith Garibay; Eugene T. Zondlo; Rosa E. Rivas

all of the city of LOS ANGELES, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of May, 2015.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,  
currency rate, interest rate or residual value guarantees.

Nº 2131

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

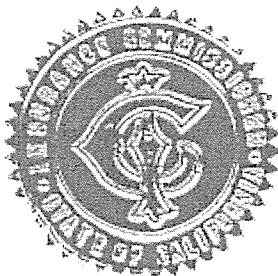
LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS, organized under the  
laws of MASSACHUSETTS, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State, subject  
to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY,  
DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON  
CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER,  
TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full  
compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15TH day  
of NOVEMBER, 1961, I have hereunto  
set my hand and caused my official seal to be affixed this 15TH  
day of NOVEMBER, 1961.



F. BRITTON McCONNELL  
Insurance Commissioner

By

*[Signature]*  
Deputy

**DESIGNATED SUBCONTRACTORS LIST**  
**(Public Contact Code Sections 4100-4114)**

PROJECT: Piggyback: Cooperative Purchase Agreement

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Enviroplex Inc.

CA Cont. Lic. #: 640557 Location: 4777 E. CARPENTER ROAD STOCKTON CA 95215

Portion of Work: Modular Building Manufacturer

Subcontractor Name: Amaya Construction

CA Cont. Lic. #: 746627 Location: 5153 CORVET RD SALIDA, CA 95368

Portion of Work: Modular Building Install & Dismantle - General Const.

Subcontractor Name: Dubrada Construction

CA Cont. Lic. #: 781783 Location: 2805 MONTEREY AVE SOQUEL, CA 95073

Portion of Work: General Construction, building install / concrete foundation

Subcontractor Name: Tracy Flooring

CA Cont. Lic. #: 913705 Location: 104 W. 11TH ST. TRACY, CA 95376

Portion of Work: Flooring

Subcontractor Name: SIERRA CASWORK

CA Cont. Lic. #: 802541

PO BOX 580506  
Location: Modesto CA, 95358

Portion of Work: Cabinets

Subcontractor Name: QUICK SET Construction

CA Cont. Lic. #: 540793

351 EARTHART WY  
Location: LIVERMORE, CA 94551

Portion of Work: SET, Install, Dismantle bldgs. and ramps

Subcontractor Name: Transerve Inc.

CA Cont. Lic. #: N/A

195 SAN PEDRO AVE.  
Location: MORGAN HILL, CA 95037

Portion of Work: Transportation

Subcontractor Name: Zach's

CA Cont. Lic. #: N/A

PO BOX 148  
Location: CLEMENTS, CA, 95227

Portion of Work: Transportation

Subcontractor Name: MSI

CA Cont. Lic. #: 824531

PO BOX 231 ATWATER 95301  
Location: ATWATER, CA

Portion of Work: Transportation/Install, Dismantle buildings

Subcontractor Name: SILVERCROSS Industries

CA Cont. Lic. #: 855259

2850 GARRETT AVE  
Location: PERRIS, CA 92571

Portion of Work: Modular Building Manufacturer

Subcontractor Name: JANY'S

CA Cont. Lic. #: N/A

2475 PORTLAND ST.  
Location: MANTENA, CA 95336

Portion of Work: Transportation

Date:

11/27/17

Proper Name of Bidder:

McGrath Rent Corp, dba mobile modular management corp.

Signature:



Print Name:

Joseph Hanna

Title:

C.E.O

END OF DOCUMENT

**NON-COLLUSION DECLARATION**  
**(Public Contract Code Section 7106)**

The undersigned declares:

I am the CEO of McGrath Rent Corp, dba Mobile Modular Management Corp, the party making the foregoing bid.  
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11.27.17,  
[Date]

at Livermore, CA.  
[City] [State]

Date: 11.27.17

Proper Name of Bidder: McGrath Rent Corp, dba Mobile Modular Management Corp.

Signature: 

Print Name: Joseph Hanna

Title: CEO

END OF DOCUMENT



# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

S.S.

On 11/28/2017 before me, Dani M Vallejo, Notary Public

Name of Notary Public, Title

personally appeared Joseph Hanna

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dani M Vallejo  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

DOCUMENT 00 61 13.13

**PERFORMANCE BOND**  
**(100% of Contract Price)**

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Pajaro Valley Unified School District, ("District") and McGrath Rentcorp dba Mobile Modular Management Corporation ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Piggyback: Cooperative Purchase Agreement, Project # 9291

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of  
Twenty three thousand eight hundred ninety eight and 00/100

Dollars (\$ 23,898.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto; less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

**PAJARO VALLEY UNIFIED SCHOOL  
DISTRICT**

**PERFORMANCE BOND  
DOCUMENT 00 61 13.13-1**

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this Instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22 day of January, 2018.

McGrath Rentcorp dba Mobile Modular Management Corporation  
Principal

By KEITH E. PRATT  
EXECUTIVE VICE PRESIDENT, CFO

Liberty Mutual Insurance Company  
Surety

By Edith Garibay, Attorney-in-Fact  
SullivanCurtisMonroe Insurance Services, LLC

Name of California Agent of Surety

1920 Main Street, Suite 600, Irvine CA 92614

Address of California Agent of Surety

949-250-7172

Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

PAJARO VALLEY UNIFIED SCHOOL  
DISTRICT

PERFORMANCE BOND  
DOCUMENT 00 61 13.13-2

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )On January 22, 2018 before me, B. Lacki, Notary Public,

Date

Here Insert Name and Title of the Officer

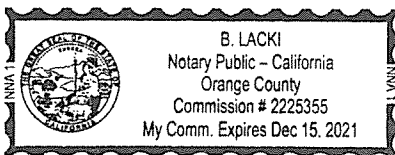
personally appeared Edith Garibay

Name(s) of Signer(s).

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Lacki

B. Lacki Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

DOCUMENT 00 61 13.16

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% Of Contract Price)**

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Pajaro Valley Unified School District, ("District") and McGrath Rent Corp dba Mobile Modular Management Corporation, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Piggyback: Cooperative Purchase Agreement, Project # 9291

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Twenty three thousand eight hundred ninety eight and 00/100 Dollars (\$ 23,898.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

**PAJARO VALLEY UNIFIED SCHOOL  
DISTRICT**

**PAYMENT BOND  
DOCUMENT 00 61 13.16-1**



Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22 day of January, 2018.

McGrath Rentcorp dba Mobile Modular Management Corporation


Principal



By KEITH E. PRATT  
EXECUTIVE VICE PRESIDENT/CFO

Liberty Mutual Insurance Company

Surety



By Edith Garibay, Attorney-in-Fact  
SullivanCurtisMonroe Insurance Services, LLC

Name of California Agent of Surety

1920 Main Street, Suite 600, Irvine CA 92614

Address of California Agent of Surety

949-250-7172

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAJARO VALLEY UNIFIED SCHOOL  
DISTRICT

PAYMENT BOND  
DOCUMENT 00 61 13.16-2

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )On January 22, 2018 before me, B. Lacki, Notary Public,

Date

Here Insert Name and Title of the Officer

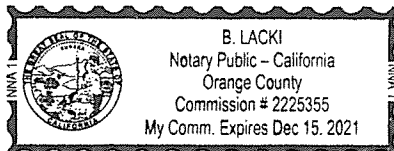
personally appeared Edith Garibay

Name(s) of Signer(s).

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature B. Lacki  
B. Lacki Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6998379

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edith Garibay; Eugene T. Zondlo; Rosa E. Rivas

all of the city of LOS ANGELES, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of May, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

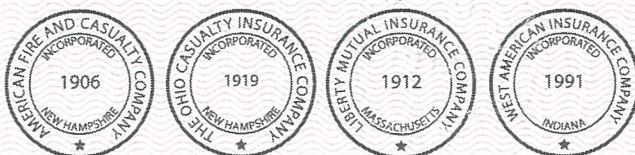
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2018.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

s.s.

On 01/23/2018 before me, Dani M. Vallejo, Notary Public

Name of Notary Public, Title

personally appeared Keith Pratt

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Dani M. Vallejo*  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification
- ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- ☐ Additional Signer
- ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

} s.s.

On 01/23/2018 before me, Dani M. Vallejo, Notary Public

Name of Notary Public, Title

personally appeared Keith Pratt

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2018

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:

PHONE

(A/C, No, Ext):

213-233-0400

FAX

(A/C, No):

213-892-1593

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Surplus Insurance Corporation

10725

INSURER B: Zurich American Insurance Company

16535

INSURER C: Liberty Insurance Underwriters

19917

INSURER D: North River Insurance Company

21105

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 39930594

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:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	100000602511 Ded. \$10,000	4/30/2017	4/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea 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 \$
B	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 <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			BAP011468802 HAPD ACV	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$10,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			100003398709	4/30/2017	4/30/2018	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
D	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	N/A	4067283213 - AOS 4067283222 - WI Only \$250,000 Deductible	7/1/2017 7/1/2017	7/1/2018 7/1/2018	<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

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

RE: Modular Classroom Buildings & Toilet Room Buildings at Various Sites - Piggy Back Cooperative Purchasing Agreement Project # 9291  
Pajaro Valley Unified School District is named as additional insured in respects to General Liability per attached endorsement. Primary Wording is included per attached endorsement. Waiver of Subrogation applies to General Liability and Workers' Comp per attached endorsements.

## CERTIFICATE HOLDER

Pajaro Valley Unified School District  
Attn: Adam Lint - Facilities & Planning Supervisor  
205 Blackburn Ave.  
Watsonville CA 95076

## 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

*Kyana Okamoto*



## 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		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: Pajaro Valley Unified School District Attn: Adam Lint - Facilities &amp; Planning Supervisor

ADDRESS: 205 Blackburn Ave. Watsonville CA 95076

Named Insured Continued:

Mobile Facilities, Inc.

DBA: Mobile Modular Portable Storage

Space-Co. Corporation

DBA: TRS-Rentelco

DBA: TRS Environmental

McGrath 180, LLC





## Commercial General Liability

### LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Pajaro Valley Unified School District

Attn: Adam Lint - Facilities & Planning Supervisor

Effective Date: 4/30/2017

Policy Number: 100000602511

Issued To: McGrath RentCorp

DBA: Mobile Modular Management Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

##### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.	All locations of covered operations.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

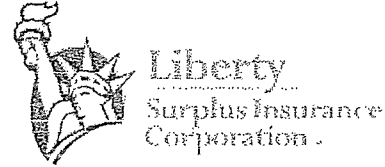
- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:



## Commercial General Liability

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1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



## Commercial General Liability

### LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Pajaro Valley Unified School District

Attn: Adam Lint - Facilities & Planning Supervisor

Effective Date: 4/30/2017

Policy Number: 100000602511

Issued To: McGrath RentCorp

DBA: Mobile Modular Management Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.	All Locations and Description of Covered Operations

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



1/17/2018



## Commercial General Liability

### LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Pajaro Valley Unified School District

Attn: Adam Lint - Facilities & Planning Supervisor

Effective Date: 4/30/2017

Policy Number: 100000602511

Issued To: McGrath RentCorp

DBA: Mobile Modular Management Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.



CGL 10 31 04 03

1/17/2018



**Liberty**  
Surplus Insurance  
Corporation

## Commercial General Liability

### LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Pajaro Valley Unified School District

Attn: Adam Lint - Facilities & Planning Supervisor

Effective Date: 4/30/2017

Policy Number: 100000602511

Issued To: McGrath RentCorp

DBA: Mobile Modular Management Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

**Name Of Person Or Organization:**

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 4067283213 - AOS  
McGrath RentCorp

4067283222 - WI Only

DBA: Mobile Modular Management Corporation

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### SCHEDULE

ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE WAIVED  
SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT WITH THAT PERSON  
OR ORGANIZATION PROVIDED SUCH WRITTEN CONTRACT:  
1.) IS CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE  
TERM OF THIS POLICY; AND  
2.) WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURENCE  
OF THE INJURY COVERED BY THIS POLICY.

DATE OF ISSUE: 1/17/2018

1983 National Council on Compensation Insurance.

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 between Pajaro Valley Unified School District ("District") and McGrath Rent Corp, dba Mobile Modular Management Corp. "Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

11.27.17

Proper Name of Contractor:

McGrath Rent Corp, dba Mobile Modular Management Corp.

Signature:



Print Name:

Joseph Hanna

Title:

CEO

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 between Pajaro Valley Unified  
School District ("District") and Merrith Rent Corp, dba Mobile Modular Management Corp.  
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 11.27.17

Proper Name of Contractor: Merrith Rent Corp, dba Mobile Modular Management Corp.

Signature: 

Print Name: Joseph Harris

Title: CEO

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 between Pajaro Valley Unified School District ("District") and McGrath Rent Corp. dba Mobile Modular Management Corp. ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

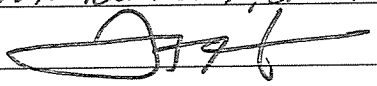
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 11.27.17

Proper Name of Contractor: McGrath Rent Corp, dba Mobile Modular Management Corp

Signature: 

Print Name: Joseph Hanna

Title: CEO

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 between Pajaro Valley Unified School District ("District") and McGrath Rent Corp, dba Mobile Modular Management Corp. ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.


Date:

11.27.17

Proper Name of Contractor:

McGrath Rent Corp, dba Mobile Modular Management Corp

Signature:



Print Name:

Joseph Hanna

Title:

CEO

END OF DOCUMENT



**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 between Pajaro Valley Unified School District ("District") and McGrath Rent Corp, dba Mobile Modular Management Corp ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 11.27.17

Proper Name of Contractor: McGrath Rent Corp, dba Mobile Modular Management Corp

Signature: 

Print Name: Joseph Hanna

Title: CEO

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 between Pajaro Valley Unified School District ("District") and Migrant Rent Corp., dba Mobile Modular Management Corp. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

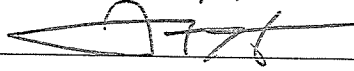
THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date:

11.27.17

Proper Name of Contractor: McGrath Rnt Corp., dba. Mobile Modulator Management Corp.

Signature:



Print Name:

Joseph F. Hanna

Title:

CEO

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION**  
**/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 Pajaro Valley Unified School District  
("District") and MGB Smith Rent Corp. dba, Mobile Modular Management Corp. ("Contractor"  
or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 11.27.17

Proper Name of Contractor: McGrath Lewis Corp., dba mobile modular management Corp.

Signature: 

Print Name: Joseph F. Hanna

Title: CEO

END OF DOCUMENT

**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: 17101 Pajaro Valley Unified School District ("District") and McGraw Hill Construction, dba mobile modular management corp. Contractor" or "Bidder") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

**PART I – Method of Compliance with DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
C. <input type="checkbox"/> <b>NOT</b> disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. <input checked="" type="checkbox"/> Unable to meet the required participation goals	Complete all of this form and the Certification	

\* A DVBE letter from OSDS is obtained from the participating DVBE.



You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	23,898.00
E. Total Bid	23,898.00

**PART II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District, if any	831.723.6248	11.13.17	*Victor Sandoval
2. OSDS, provides assistance locating DVBEs at <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	(916) 375-4940	11.14.17	* Recorded MESSAGE
3. DVBE Organization (List)	online caleprocess.gov	11.14.17	* download list

\*Write "recorded message" in this column, if applicable.

**PART III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
Eldridge Bid Reporter -	X	X	11.17.17
California Bid Bulletin			

**PART IV – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....		AND.....	
was selected to participate	Check "YES" in the "SELECTED" column		include a copy of their DVBE letter(s) from OSDS	
was <b>NOT</b> selected to participate	Check "NO" in the "SELECTED" column		state why in the "REASON NOT SELECTED" column	
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		
DOUBLE R TRANSPORTATION		X		X
JASON PROCTOR TRANSPORTATION		X		X

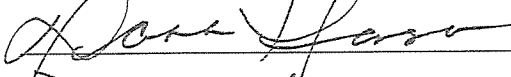
A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, Dana Hanson, certify that I am the bidder's representative and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: 11.20.17

Proper Name of Contractor: McGrath Rest Camp, dba Mobile Modular Management Co.

Signature: 

Print Name: Dana Hanson

Title: Regional Sales Manager - Northern California

END OF DOCUMENT

KJ Woods Construction, Inc. is Requesting Sub-bids from Qualified LBE (Local Business Enterprises) Subcontractors/Suppliers for the following project:

**City & County of San Francisco**  
**Various Locations Sewer Replacement and Pavement Renovation No. 5**  
**Contract No. WW-637**  
**Bids Due: November 30, 2017 at 2:00 PM**

Seeking, but not limited to: Traffic Control, Excavation, Shoring, Manholes, Concrete, Grinding, Pipe Laying, Catch Basin, Surveying, TV Inspection (Sewer), Trucking/Hauling.

*Plans & Specifications are available through KJ Woods Construction, Inc. at the address/phone number listed below. 100% Performance and Payment Bonds may be required. Please call for assistance with bonding, line of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project.*

**KJ Woods Construction, Inc.**  
 1485 Bayshore Blvd. #149, San Francisco, CA 94124  
**Phone: (415) 759-0506 Fax: (415) 468-1359**  
**Contact: Mysla Pechardo**  
**Email: office@kjwoods.com**  
*An Equal Opportunity Employer*  
 ad# 54555

Granite Rock Company is requesting sub-bids from qualified DBE Subcontractors/Suppliers for the following project:

**City of Watsonville**  
**Airport Blvd. Improvement: Project - ST-16-02**  
**Bid Date: November 28, 2017 at 11:00 a.m.**  
**Location: Watsonville, CA.**

Items of work include but are not limited to: Construction Survey, Water Pollution Control, SWPPP, Traffic Control, Site Utilities, Minor Concrete, Roadside Signs, Striping & Markers, Tree Removal, & Trucking.

*Plans and Specs are available in our estimating office at 5225 Hellyer Avenue, Suite 220, San Jose, CA 95138 or on-line at [www.ebidboard.com](http://www.ebidboard.com). Granite Rock Company 'Graniterock' is signatory to Operating Engineers, Laborers, Teamsters, Carpenters and Cement Masons unions. 100% performance and payment bonds will be required from a qualified surety company for the full amount of the subcontract price. Bonding assistance is available. Graniterock will pay bond premium up to 1.5%. In addition to bonding assistance, subcontractors are encouraged to contact Graniterock Estimating with questions regarding obtaining lines of credit, insurance, equipment, materials and/or supplies, or with any questions you may have. Subcontractors must possess a current contractor's license, D/R number, insurance and worker's compensation coverage. Subcontractors will be required to enter into our standard contract. Graniterock will break down items of work to facilitate DBE participation. Graniterock intends to work cooperatively with all qualified firms seeking work on this project. Granite Rock Company is an Equal Opportunity Employer.*

**Granite Rock Company**  
 5225 Hellyer Avenue – Suite 220 San Jose, CA 95138  
**Phone: (408) 574-1400 Fax: (408) 365-9548**  
**Contact Person: Vicki Narciso**  
**Email: [estimating@graniterock.com](mailto:estimating@graniterock.com)**  
 ad# 53079

Agee Construction Corp., Requesting Sub-bids from Certified DBE Subcontractors/Suppliers for the following project:

**County of Mariposa**  
**Chowchilla Mountain Road/Harris Cut-Off Road Rehabilitation**  
**Federal Project No. RPL-5940(117)**  
**Bids Due: November 30, 2017 at 2:00 PM**

*Subcontractors may be required to obtain 100% Payment/Performance Bonds with bond premiums paid up to 1.5%. Appropriate license will be required as well as insurance, including workers compensation. Agee Construction will assist with obtaining bonds and reviewing other subcontractor requirements such as safety policies, insurance, certified payroll, prevailing wage requirements, and union requirements. An Equal Opportunity Employer*

Items of work available include, but are not limited to: (for a complete bid schedule, call or e mail as noted below) SWPPP, SWPPP Materials, Cold Plane Asphalt, Cold Planing, Street Sweeping, Tack Coat, Construction Area Signs (CAS), Striping, Traffic Control, Trucking and/or any service or product you can provide to complete the bid requirements.

**Agee Construction Corporation**  
 P.O. Box 629, Clovis, CA 93613  
**Contact Person: John Gerwe**  
**Estimating@ageeconstruction.com**  
**Ph: (559) 299-3290 \* Fax: (559) 299-3503**  
 ad# 52043

Mobile Modular seeking Sub-Bids from qualified DVBE Subcontractors/Suppliers for: the following project:

**Pajaro Valley Unified School District**  
**Modular Classroom Buildings & Modular Toilet Room Buildings At Various Sites.**  
**Santa Cruz County, CA**  
**Bid Due Date: November 28, 2017**

Seeking: Transportation

**MOBILE MODULAR MGMT. CORP.**  
 5700 Las Positas Road  
 Livermore, CA 94551  
**Contact: Dana Hanson**  
**T: 925-606-9000**  
**[dhanson@mgmc.com](mailto:dhanson@mgmc.com)**  
*An Equal Opportunity Employer*  
 ad# 51763

## Dana Hanson

---

**From:** Dana Hanson  
**Sent:** Tuesday, November 14, 2017 2:19 PM  
**To:** 'mashford@proctorcompanies.com'  
**Subject:** Soliciting Subcontractor Bids for Modular Building Transportation-Pajaro USD Bid

Mobile Modular Management Corporation is soliciting qualified DVBE subcontractors for the following project:

Transportation of DSA modular classroom buildings for Pajaro Valley Unified School District, Watsonville, CA.

Bid Due date: 11.28.17

Response to solicitation is due by 11.17.17

Sincerely,

Dana Hanson  
Regional Sales Manager | Northern California | Mobile Modular Management Corporation  
Office: (925) 453-3124 | Mobile: (925) 216-0391 | 5700 Las Positas Road | Livermore, CA 94551

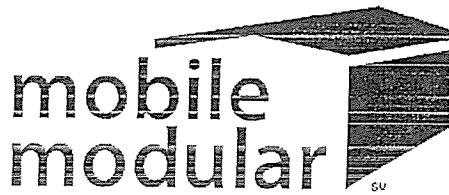
Do you know someone who needs modular space solutions? We always appreciate referrals. Introduce us and receive a \$25



Visit our Website at [www.mobilemodular.com](http://www.mobilemodular.com)

Find and follow us on facebook, LinkedIn and Twitter!

This message contains information which may be confidential and/or privileged. Unless you are the addressee (or authorized to disclose to anyone the message or any information contained in the message. If you have received the message in error, please



*Your Project – Our Commitment*

**Mobile Modular**

5700 Las Positas Road

Livermore, CA 94551

(925) 453-3124 direct

(925) 453-3201 fax

e-mail: dhanson@mgrc.com

## Document Transmittal

To: Double R Services

Fax: 800-248-6039

From: Dana Hanson

Date: November 14, 2017

Re: Request for Bid

Pages: 1

CC:

☐ Urgent

☒ For Review

☒ Please Comment

Please Reply

☐ Please Recycle

Greetings,

Mobile Modular Management Corporation is soliciting qualified DVBE subcontractors for the following project:

Transportation of DSA modular classroom buildings for Pajaro Valley Unified School District, Watsonville, CA.

Bid Due date: 11.28.17

Response to solicitation is due by 11.17.17

# Supplier Profile

## State of California Certification



Certification ID : 2006087

Legal Business Name  
JASON PROCTOR TRANSPORTATION, INC.

Doing Business As (DBA) Name1:

Doing Business As (DBA) Name2:

Office Phone Number  
559/992-5077

Business Fax Number

Business Web Address  
( )

Service Areas  
Kings

Address  
PO BOX 715  
CORCORAN  
CA 93212

Email:  
mashford@proctorcompanies.com  
(mailto:mashford@proctorcompanies.com)

Total No. of Employees  
48

Business Types:  
Service

Notification Preference  
Email

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[View Classifications](#)


### Active Certifications

?

Certification Type	Status	From	To
SB	Approved	05/10/2017	05/31/2019

### Certification History

?

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# Supplier Profile

## State of California Certification



Certification ID : 2001550

Legal Business Name  
DOUBLE R SERVICES LLC

Doing Business As (DBA) Name1:  
Double R Safety Services

Doing Business As (DBA) Name2:  
DOUBLE R TRANSPORTATION

Office Phone Number  
661/303-8509

Business Fax Number  
800/248-6039

Business Web Address  
www.doublerservicesllc.com ()

Address  
7719 Stony River Ct  
Bakersfield  
CA 93308

Email:  
(mailto: )

Total No. of Employees  
1

Business Types:  
Non-Manufacturer , Service

Notification Preference  
Email

### Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

### Active Certifications




?

Certification Type	Status	From	To
--------------------	--------	------	----

Certification Type	Status	From	To
DVBE	Approved	04/11/2016	04/30/2018
SB(Micro)	Approved	04/06/2016	04/30/2018

## Certification History

?

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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Sankofa Portable Classroom Project	<b>Site</b>	161
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

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

### Contractor Information

Contractor Name	Mobile Modular Management Corp	Agency's Contact	Carl Yeremian				
OUSD Vendor ID #	002892	Title	Project Manager				
Street Address	5700 Las Positas Rd	City	Livermore	State	CA	Zip	94550
Telephone	925-606-9000	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19141						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	2-27-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2021
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$356,171.69
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	




### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0000/9827	Fund 40	400-0000-0-9827-8500-6250-161-9180-9905-9999-99999	6250	\$356,171.69

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	2/18/2020		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	2/18/20		
	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
3.	<b>Signature</b> 	<b>Date Approved</b>	2/20/2020		
	<b>Chief Financial Officer</b>				
4.	<b>Signature</b>	<b>Date Approved</b>			
	<b>President, Board of Education</b>				
5.	<b>Signature</b>	<b>Date Approved</b>			