**AGREEMENT BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND AMERICAN MODULAR SYSTEMS, INC.
FOR SEVEN CLASSROOMS AT WASHINGTON ELEMENTARY SCHOOL
INCORPORATING PIGGY BACK CONTRACT FOR
HIGH PERFORMANCE FACILITIES, BIGGS UNIFIED SCHOOL DISTRICT**

This agreement ("Agreement") incorporating the February 16, , 2012, piggyback contract for High Performance Facilities between the Biggs Unified School District and American Modular Systems (the "Biggs USD Contract") is entered into between the San Leandro Unified School District ("District") and American Modular Systems, Inc. ("AMS") (collectively "Parties') as follows:

RECITALS

WHEREAS, District has a need for seven new classrooms at its Washington Elementary School site; and

WHEREAS, District wants to purchase building components and associated materials ("building components") for the seven classrooms at Washington Elementary School from AMS in a cost-effective manner consistent with the terms of the Biggs USD Contract;

WHEREAS, AMS entered into a contract with Biggs Unified School District, dated **February 16, , 2012** , that is still a valid contract, **(Exhibit "A");**

WHEREAS, section 20118 of the California Public Contract Code states,

> *Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.*

WHEREAS, the Biggs USD Contract contains a "piggyback" provision pursuant to section 20118 of the California Public Contract Code;

WHEREAS, the District has determined that it is in its best interests to purchase the seven new classroom building components and associated materials by piggybacking on the Biggs USD Contract;

WHEREAS, AMS represents that the terms and conditions of the Biggs USD Contract are extended to the District under this Agreement and that the terms in the attached Exhibit "A" are consistent with the terms and conditions of the Biggs USD Contract; and

WHEREAS, AMS wants to provide the District with the building components and associated materials for the District's use at Washington Elementary School pursuant to and consistent with the terms of the Biggs USD Contract;

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

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:

   1.1. The Biggs USD Contract, including all of its provisions and documents incorporated therein by reference or operation of law.

   The Parties hereby acknowledge and agree that AMS shall comply with all insurance and bond requirements of the Biggs USD Contract, and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), at the time AMS executes this Agreement.

2. To the extent any term or condition of this Agreement is inconsistent with the Biggs USD Contract, the Biggs USD Contract shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Agreement which shall control over all other contradictory provisions.

3. AMS extends to the District identical terms and conditions as those granted under the Biggs USD Contract.

4. The total costs for the building materials and associated components for the seven classrooms shall be as specified and quoted in **Exhibit "B".** The District shall pay for the building materials and associated components for the seven classrooms individually after the following occurs:

   4.1. Design/engineering, fabrication, delivery and installation of (1) 120'x32' DSA classroom wing w (4) 30'x32' classrooms and (1) 90'x32' DSA classroom wing w (3) 30'x32' classroom per Exhibit "B".

5. AMS hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are at or below the prices indicated and/or authorized in the Biggs USD Contract.

6. AMS shall deliver the building components according to the following delivery schedule:

   July 8, 2013 – begin placement of buildings
   August 9, 2103 – completion of construction and beneficial occupancy

   The liquidated damages provision of the Biggs USD Contract will apply if any delivery is later than indicated in this section. The amount of liquidated damages, if not otherwise stated in the Biggs USD Contract, shall be One Thousand Dollars ($1,000) per day.

7. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.

8. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and AMS. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

9. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.

10. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Alameda County, California. Notwithstanding any provision to the contrary, this

venue and jurisdiction provision shall control over any contradictory provision in the Biggs USD Contract. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purposes of this Agreement.

11. The District has entered into a Project Stabilization Agreement ("PSA") for the San Leandro Unified School District Measure B New Construction and Modernization Program with the Building and Construction Trades Council of Alameda County and other labor organizations. AMS shall submit an executed Letter of Assent, "Addendum A" of the PSA, agreeing to be bound by the terms and conditions of the PSA.

12. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2013	Dated: _____, 2013
SAN LEANDRO UNIFIED SCHOOL DISTRICT	**AMERICAN MODULAR SYSTEMS, INC.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Exhibit "A"
Biggs USD Contract

AGREEMENT

THIS AGREEMENT, made the 16th day of February , 2012 , in the County of Butte, State of California, by and between the Biggs Unified School District , hereinafter called the Owner, and American Modular Systems, Inc. , hereinafter called the Contractor,

WITNESSETH that the Owner and Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contract shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Provide/Install (1) 60x32 DSA Modular Library/Board Room
per the High Performance Facilities Contract

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the Owner's notice to proceed, as provided in Section A of the Special Conditions. As specified in Owner's notice to proceed, the work shall be completed within 120 calendar days as stated in such notice, which shall include ZERO (0) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The Owner shall pay to the Contract as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the of Three hundred fifty-eight thousand, two hundred, twenty Dollars ($358,220.00) said sum being the total amount of the following amounts stipulated in the proposal.

ARTICLE 4 – COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bid
Information for Bidders
Bid, as accepted
Noncollusion Affidavit
Designation of Subcontractors
Contractor's Certificate Regarding Workers' Compensation
Agreement
Performance Bond
Payment Bond for Public Works
General Conditions and Special Conditions
Specification Addenda Nos. , , , as issued
Drawings
Labor Compliance Program (if applicable)

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR
American Modular Systems, Inc

License No. 661154

By _____
Daniel Sarich

Its President

Federal Id # 88-0231944

(Corporate Seal)

OWNER
Biggs Unified School District

By _____
Pam Ragan

Its Financial Officer

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Dr
Sacramento, CA 95827
(916) 255-3900
http://www2.cacb.ca.gov/

(Business & Professions Code, section 7030)

Exhibit "B"

Price / Schedule of Values;
Preliminary Design Documents

(To the extent any of these items or designations is inconsistent with the Biggs USD Contract, the Biggs USD Contract shall control)

AMS
American Modular Systems

December 18, 2012

San Leandro Unified School District
c/o Aedis Architects
1494 Hamilton Ave.
San Jose, CA 95125

Re: 30x32 DSA Permanent Modular Classrooms - Washington Elementary School

Attn: Joe Vela

As a follow-up to your recent inquiry, American Modular is pleased to quote the above referenced project. Our quotation is based upon the preliminary floor plan prepared by Aedis Architects dated 11-7-12 and the Biggs Union School District Piggy-back Contract.

DSA approved relocatable steel rigid frame construction, Type V non-rated construction, 20 lb roof load - 80 mph wind load - 70 lb floor load, FOB San Leandro

1 each; 120x32 DSA Classroom Wing w/(4) 30x32 Classrooms
1 each; 90x32 DSA Classroom Wing w/(3) 30x32 Classrooms

Project Total $1,198,640

Our quotation includes delivery and installation, Collins & Aikman floor covering, concrete foundation system, concrete floor system, T-8 lights, electric/gas wall mounted HVAC, sales tax, crane charge, 8'x4' markerboards, 2:12 pitched colored metal roof, 8'-6" -10'-0" vaulted T-bar ceiling, single-phase electrical, low voltage conduit stubbed into attic cavity only, welded door frames, synthetic stucco exterior - vertical surfaces only. Compliance of project stabilization agreement for all on-site work only.

Exclusions - DSA plan fees, DSA inspection fees, sidewalks, utilities/connection, site preparation, fire alarm system, special handling due to inaccessible site conditions, closures between buildings, ramp transitions, ramps, fire sprinklers, EMS system, window coverings, signage, restroom accessories, water chlorination, CHPS commissioning.

Concrete Foundation Exclusions - site demolition, import/export soil, surveying, site improvements, underground hazards, crawl space drainage, foundation pad excavation, backfilling, rodent barrier, mowstrips, off-haul spoils.

Terms - monthly progress payment net 20 days. Quote good for 60 days.

District must provide a truck accessible level/compacted pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site by site basis.

Delivery available 90-100 days after DSA approval.

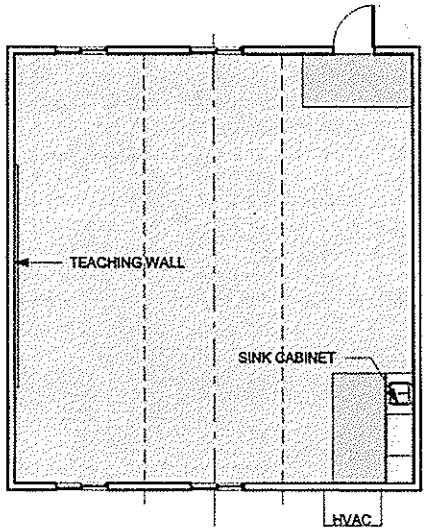
If you should have any questions, please do not hesitate to call.

Sincerely,

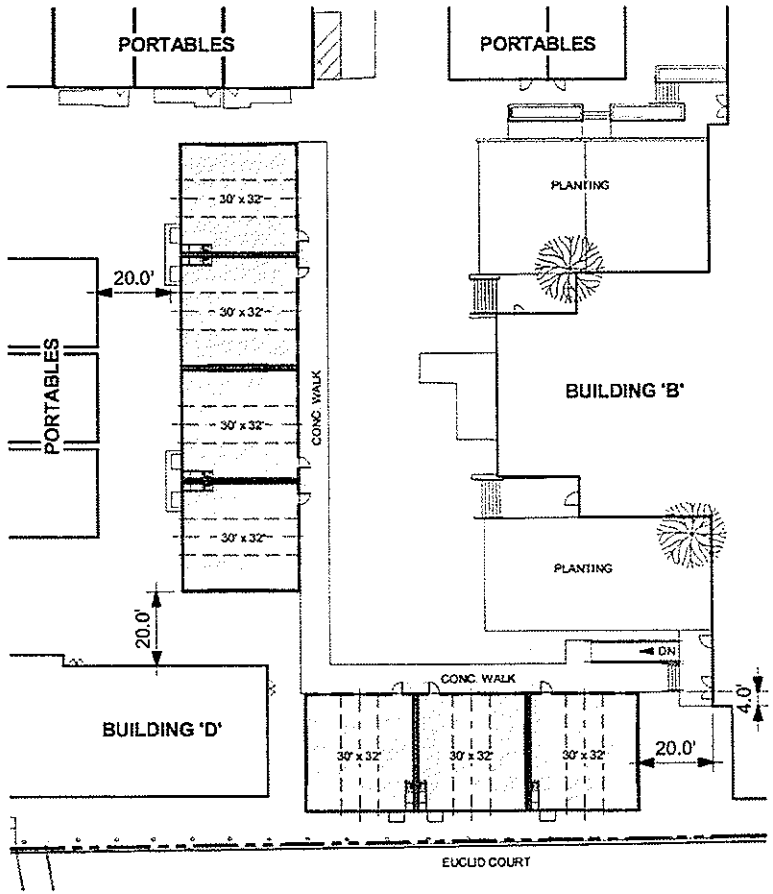
Daniel Sarich
American Modular Systems, Inc.
DMS/dd

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americanmodular.com

aedc ARCHITECTS



2 TYPICAL 30' X 32' PORTABLE CLASSROOM
1/8" = 1'-0"



1 SITE PLAN - 30' X 32' PORTABLES
1" = 30'-0"

WASHINGTON ELEMENTARY PORTABLE REPLACEMENT

SAN LEANDRO UNIFIED SCHOOL DISTRICT
11/07/12

aedc