

Board Office Use: Legislative File Info.	
File ID Number	13-1179
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1115
Enactment Date	6-12-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 12, 2013

Subject Amendment No. 2, Lease Agreement Contract - Mobile Modular Management Corp.- Havenscourt New Cafeteria and Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 2, Lease Agreement Contract with Mobile Modular Management Corp. for Portable Lease Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$8,340.00 increasing previous contract amount from \$98,195.60 to a not to exceed amount of \$106,535.60 and revising the end date from May 2, 2011 through April 1, 2013 to June 30, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The lease agreement extension allows the continued use of the interim cafeteria and serving buildings during construction of the new cafeteria building.

Local Business Participation Percentage 0.00% (Specialty Service)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 2, Lease Agreement Contract with Mobile Modular Management Corp. for Portable Lease Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$8,340.00 increasing previous contract amount from \$98,195.60 to a not to exceed amount of \$106,535.60 and revising the end date from May 2, 2011 through April 1, 2013 to June 30, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Lease Agreement Contract including scope of work

AMENDMENT NO. 2 OF AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS
FROM MOBILE MODULAR MANAGEMENT CORPORATION TO THE OAKLAND UNIFIED
SCHOOL DISTRICT DATED MARCH 21, 2013

THIS AMENDMENT is made as of the 21st day of March, 2013 by and between Mobile Modular, whose local place of business is at 5700 Las Positas Road, Livermore CA 94550 hereinafter called "LESSOR" or Mobile Modular, and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

WHEREAS, the Lessor has commenced the Leasing services under the original contract and DISTRICT has made the following changes to the number and locations of Portables leased from the LESSOR,

NOW THEREFORE, the DISTRICT and LESSOR amend this contract as follows:

Article I Scope of Work

1.1 Lessor to extend the leasing agreement for each portable and ramps by four months. Mobile Modular shall be compensated for the leasing of one (1) 24'X48' portable; one (1) 48'X40' portable and three (3) ramps for the Havenscourt New Cafeteria and Classroom Building project.

Contract #	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210002844	21	6/30/2011		Ramp	3/21/2013	7/18/2013	4	\$ 160.00
210002844	21	6/30/2011	51281	Office, 24X40 DSA (NonStd)	3/21/2013	7/18/2013	4	\$ 455.00
210002844	21	6/30/2011	51281	Ramp	3/21/2013	7/18/2013	4	\$ 130.00
210002844	21	6/30/2011	51457	Office, 48X40 DSA (NonStd)	3/21/2013	7/18/2013	4	\$1,160.00
210002844	21	6/30/2011	51457	Ramp	3/21/2013	7/18/2013	4	\$ 180.00
				TOTAL				\$8,340.00

All other terms and conditions of the original lease shall remain in force and effect.

Susan Burke Bully 5-31-2013

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

Mobile Modular:

By: [Signature] Dated: 5.14.13
Its: Chris Snyder

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature] Dated: 4/13/13
David Kakashiba, President, Board of Education
[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

By: [Signature] Dated: 4/13/13
Timothy E. White, Associate Superintendent
Division of Facilities, Planning and Management

Approved as to form:

[Signature] Dated: 5-21-13
Cate Boskoff, Facilities Counsel

LESSOR: Mobile Modular
School: Havenscourt New Cafeteria & Classroom Building
Funding: County School Facilities Fund

END OF DOCUMENT

EXHIBIT A



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

Contract Addendum
Date: 3/8/2013

Customer : Oakland USD
Billing Address: 955 High Street
City/State/Zip: Oakland, CA 94601

Project Name : Coliseum College Prep
Site Address : 1390 88th Ave.
City/State/Zip: Oakland, CA 94621

Attn: Eric Scheuermann
Phone : 610-879-8399
Fax:
E-mail: eric.scheuermann@consultant.ousd.k1

This will serve as an addendum to the contract agreement entered into between **Oakland USD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210002844	21	6/30/2011		Ramp	3/21/2013	7/18/2013	4	\$ 160.00
210002844	21	6/30/2011	51281	Office, 24x40 DSA (NonStd)	3/21/2013	7/18/2013	4	\$ 455.00
210002844	21	6/30/2011	51281	Ramp	3/21/2013	7/18/2013	4	\$ 130.00
210002844	21	6/30/2011	51457	Office, 48x40 DSA (NonStd)	3/21/2013	7/18/2013	4	\$ 1,160.00
210002844	21	6/30/2011	51457	Ramp	3/21/2013	7/18/2013	4	\$ 180.00

. Rental rates do not include any applicable taxes Return delivery and preparing equipment for return will be quoted at time of return.

. This contract agreement defines a month as 30 calendar days Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Total amount for 4 month extension is \$8,340.00 (3/21/13 to 7/18/13)

Mobile Modular Management Corporation

Oakland USD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Call (925) 606-9000 with any questions or comments, ask for Emily Gonzalez

Thank you for contacting Mobile Modular.

****Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**

Board Office Use: Legislative File Info.	
File ID Number	11-0964
Committee	Facilities
Introduction Date	5-3-2011
Enactment Number	11-0825
Enactment Date	5-11-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

BSJ

Memo

To Board of Education

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

Board Meeting Date May 11, 2011

Subject Amendment No. 1, Lease Agreement - Mobile Modular, Inc. - Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 1, Lease Agreement with Mobile Modular, Inc. for Temporary Housing Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$6,585.00, increasing previous contract amount from \$91,610.60 to a not to exceed amount of \$98,195.60. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background New code requirements mandated by Division of State Architect (DSA) created a change in occupancy/use for the temporary dining and serving portables which added requirements for emergency lighting and panic hardware and subsequently changed the layout of the kitchen, dining and serving areas requiring revised ramps to meet ADA compliance.

Local Business Participation Percentage 0.00% (Sole Source)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



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Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that

we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Lease Agreement with Mobile Modular, Inc. for Temporary Housing Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$6,585.00, increasing previous contract amount from \$91,610.60 to a not to exceed amount of \$98,195.60. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2079901812-5620



CHANGE ORDER DESCRIPTION

Contract #	210002844.1	Date:	3/15/11
Lessee:	Oakland USD 955 High Street Oakland, CA 94601	Requestor:	Ephraim Bahiru; 510.879.2648
		Project Name:	Havenscourt Middle School Interim Housing

Short Description of Change:

- Change in scope of work in 24x40 classroom due to DSA requirement of building occupancy/use.
- Adding panic hardware, exit lighting, additional offices, added window guards to both buildings, on-site labor to prep for queue rails (rails installed by others).
- Added custom ramp at 24x40 due to site conditions.
- Revised Ramp at Kitchen trailer.

Cost of Work Estimation for Change:

- Additional charge to 24x40 Modification line item \$1,598.80.
- Additional Ramp charges of \$ 147.00 per month x's 21 months = \$3,087.00
- Additional Ramp installation charges \$989.00
- Additional Ramp dismantle charges \$911.00

Total change order amount \$6,585.80

Please sign and E-mail back to us so we may proceed with your request. Previous change orders are not reflected. This change order serves as an addendum to our original sale contract.

Change Order Agreed to:
Lessee. Oakland USD

By: _____
Authorized Signature

Name:
Title:
Date:

MOBILE MODULAR MANAGEMENT CORPORATION
800.944.3442
MobileModularRents.com

Corporate Headquarters
Northern California
5700 Las Positas Rd
Livermore, CA 94551
T 925.695.9000
F 925.453.3201

Southern California
11450 Mission Blvd
Mira Loma, CA 91762
F 951.360.6600
F 951.360.6622

Texas
4445 E. Sam Houston Pkwy S
Pasadena, TX 77505
T 281.487.9222
F 281.497.1289

Florida
7474 Sand Lake Rd
Orlando, FL 32809
T 863.965.3700
F 863.955.7814

North Carolina
9716-B Rea Rd #52
Charlotte, NC 28277
T 704.900.7603
F 704.900.7604

Georgia
P.O. Box 151
3300 Hammer Mill Rd, Suite 102
Bullock, GA 30512
T 678.714.0744
F 678.714.0738



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

* REVISED 3-15-11 (2)

Lease Agreement
 Contract: 210002844.1
 Contract Term: 21 Months
 Date Printed: 03/15/2011
 Start Rent Date: 06/06/2011 *

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 920 53rd St Oakland, CA 94608 Eric Scheuermann eric.scheuermann@ousd.k12.ca.us 5109023303	Site Information: Oakland USD 1390 66th Ave Havens Court /Coliseum Prep Oakland, CA 94621 Eric Scheuermann 510.902.3303 Customer PO/Reference: Havenscourt dining Exp: // By:	Questions? Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Direct Phone: (925) 453-3124 All other inquiries: (925) 606-9000

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 24x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i>	1	\$455.00	\$455.00	N
* Ramp, Custom Plan	1	\$130.00	\$130.00	N
Office, 48x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i>	1	\$1,160.00	\$1,160.00	N
* Ramp, Custom Plan	1	\$180.00	\$180.00	N
* Ramp, Custom Plan <i>Ramp at Kitchen Traller</i>	1	\$160.00	\$160.00	Y

Charges Upon Delivery:				
	Qty	Charge Each	Total One Time	Taxable
* Office, 24x40 DSA (NonStd)				
Modifications	1	\$11,549.60	\$11,549.60	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$2,880.00	\$2,880.00	N
Delivery Haulage Lowboy 12 wide	2	\$592.00	\$1,184.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$46.00	\$92.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$184.00	\$368.00	N
Installation, Closure Panel (PW) <i>Prevailing Wage Cert. Payroll</i>	4	\$87.50	\$350.00	N
* Installation, Ramp Custom Plan (PW) <i>Prevailing Wage Cert. Payroll Ramp at 24x40</i>	1	\$1,225.00	\$1,225.00	N
Prepare Equipment For Removal (B5)	1	\$1,980.00	\$1,980.00	N
			\$19,628.60	
Office, 48x40 DSA (NonStd)				
Modifications	1	\$9,812.40	\$9,812.40	N
Block and Level Building (B8) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$5,760.00	\$5,760.00	N
Delivery Haulage Lowboy 12 wide	4	\$592.00	\$2,368.00	N
Delivery Haulage Permit 12 wide Lowboy	4	\$46.00	\$184.00	N
Delivery Haulage Pilot 12 wide Lowboy	4	\$184.00	\$736.00	N
Installation, Passageway 6' on site (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,560.00	\$1,560.00	N
* Installation, Ramp Custom Plan (PW) <i>Prevailing Wage Cert. Payroll Ramp at 48x40 and custom step</i>	1	\$1,538.00	\$1,538.00	N
			\$21,958.40	
* Installation, Ramp Custom Plan (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,538.00	\$1,538.00	N



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

Lease Agreement
 Contract: 210002844.1
 Contract Term: 21 Months
 Date Printed: 03/15/2011
 Start Rent Date: 06/06/2011

Ramp and step at kitchen trailer

Taxes on One-Time Charges:	\$0.00
Estimated Charges upon Delivery (Incl Taxes):	\$43,125.00
First Months Rent (incl Taxes):	\$2,100.60
Security Deposit:	\$0.00
Estimated Initial Invoice:	\$45,225.60

	Qty	Charge Each	Total One Time Taxable	
Charges Upon Return:				
Office, 24x40 DSA (NonStd)				
Removal, close Passageway on site	1	\$250.00	\$250.00	N
* Removal, Ramp Custom Plan	1	\$850.00	\$850.00	N
Return Haulage Lowboy 12 wide	2	\$592.00	\$1,184.00	N
Return Haulage Permit 12 wide Lowboy	2	\$46.00	\$92.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$184.00	\$368.00	N
			\$2,744.00	
Office, 48x40 DSA (NonStd)				
Prepare Equipment For Removal (B8)	1	\$3,055.00	\$3,055.00	N
Removal, close passageway 6' on site	1	\$250.00	\$250.00	N
* Removal, Ramp Custom Plan	1	\$975.00	\$975.00	N
Return Haulage Lowboy 12 wide	4	\$592.00	\$2,368.00	N
Return Haulage Permit 12 wide Lowboy	4	\$46.00	\$184.00	N
Return Haulage Pilot 12 wide Lowboy	4	\$184.00	\$736.00	N
			\$7,568.00	
* Removal, Ramp Custom Plan	1	\$975.00	\$975.00	N

Special Notes

Lease Rate for a 48x40 DSA open classroom (E-Occupancy and 100lb floor load- subject to availability at time of order) and a 24x40 DSA classroom (E/B-OCC, 125 #lb floor load) modified for Food Service (no cooking). *Each building comes standard with wood foundation for a level site, and skirting for the perimeter of the building. *"Modification" line item includes: -All new VCT flooring -New interior partition wall with two new interior doors with passage lockset. -Rough opening only for future operable window on 24x40 sidewall (window/counter and trim by others on site). -Passageways cut and finished in 24x40 and 48x40 with double door on 48x40 side wall. -Charge to bring building back to original condition at time of return. *No fire rating included.

*Rates assume 6" minimum building separation for passageway. Level and accessible site conditions. *Ramp rates assume standard TMP design/parts with typical 8'-6" single landing at top of ramp, 6'-6"x5' deck pieces for common landing, 5' wide step landing, 4' wide ramps. *Exclusions: --Custom Schlage door hardware not included. --Master keying by others. --Custom counter top/casework not included. --Phone/Data and additional electrical for appliances not included. --Skirting for ramps not included. Any item not specifically listed as being included is not part of this proposal.

* 3.15.11 Revised Contract- Additional scope of work is charged at \$1,598.80 (Install Que Rail access holes and support, panic hardware and exit lighting at 24x40, additional 3rd office with added lighting and ducting, move lights and diffusers to work with client sprinkler design, Additional custom ramp at 24x40. Separate change order to follow for added scope. *PRICING BASED ON FINAL SITE PLAN PROVIDED BY LESSEE ARCHITECT ON 3-1-11.*

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- 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.
- 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.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
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Lease Agreement
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 Contract Term: 21 Months
 Date Printed: 03/15/2011
 Start Rent Date: 06/06/2011

- anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
 - 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.
 - Rent will be billed in advance every 30 calendar days.
 - **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 24x40 DSA (NonStd)	1	1011	\$48,000.00
Office, 48x40 DSA (NonStd)	1	1026	\$96,000.00



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 Start Rent Date: 06/06/2011

Incorporation by Reference
 The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at [http://www.MobileModularRents.com/ContractTerms]. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

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

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

LESSOR: Mobile Modular Management Corporation By: _____ Name: _____ Title: _____ Date: _____	LESSEE: Oakland USD By: _____ Name: _____ Title: _____ Date: _____
--	--

ATTACHMENT A

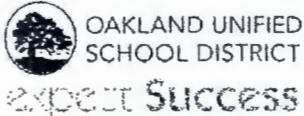
LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement (an "Agreement") and the lease provisions on the Lessor's website at [http://www.MobileModularRents.com/ContractTerms] (the "Incorporated Provisions"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "Lease Agreement"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.

2. LEASE TERM. The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at [http://www.MobileModularRents.com/ContractTerms] for the conditions under which the Equipment must be returned.

4. HOLDING OVER; LEASE EXTENSION. If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Mobile Modular**. OUSD entered into an Agreement with CONTRACTOR for services on **May 2, 2011**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional funding to add panic hardware, exit lighting, additional offices, window guards, labor to prepare for queue rails, and a custom ramp for the 24x40 portable, and revise ramp configuration at the Kitchen trailer.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$6,585.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>Ninety-eight thousand, one hundred ninety-five dollars and no cents (\$98,195.00)</u></p>		

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Gan Yee, President, Board of Education

5/12/11
Date

Edgar Rakestraw, Jr., Secretary
Board of Education

5/12/11
Date

Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR

Contractor Signature

4/19/11
Date

Kristen Erickson, Operations Manager
Print Name, Title

Legislative File
 File ID Number: 11-0964
 Introduction: 5-3-11
 Enactment Number: 11-1825
 Enactment Date: 5-11-11]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: Mobile Modular, Inc.

Billing Rate: Six thousand, five hundred eighty-five dollars and no cents (\$6,585.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Provide additional hardware
- 2. Description of Services to be Provided**
The scope of the project is to provide additional funding to add panic hardware, exit lighting, additional offices, window guards, labor to prepare for queue rails, and a custom ramp for the 24x40 portable, and revise ramp configuration at the Kitchen trailer.
- 3. Deliverables**
Panic hardware, exit lighting, additional offices, window guards.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2011

PRODUCER
SullivanCurtisMonroe Insurance Services
251 S. Lake Ave., Suite 150
Pasadena, CA 91101

License # 0E83670
www.SullivanCurtisMonroe.com

626-792-5522
626-792-6111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Surplus Insurance

INSURER B: Hartford Fire Insurance Company

INSURER C: Liberty Insurance Underwriters

INSURER D: United States Fire Insurance

INSURER E:

INSURED
McGrath Rentcorp
Mobile Modular Management
Corporation, TRS Rentelco
5700 Las Positas Road
Livermore CA 94550

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <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	DGLLA207149047 Ded. \$10,000	4/30/2010	4/30/2011	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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000	72UENKR1024	4/30/2010	4/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY - AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	LQ1 B71207834029	4/30/2010	4/30/2011	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 SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	4087003608 4086981342	7/1/2010 7/1/2009	7/1/2011 7/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Contract # 210002844 - Site: Havenscourt Middle School. Oakland USD, The District and its directors, officers, employees and agents are named as a Additional insured per the attached endorsement. GL waiver of subrogation and primary wording applies.

With Respects to the operation of the named insured

CERTIFICATE HOLDER

Oakland USD
955 High Street
Oakland CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Mary Tang

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE ATTACHMENT

DATE ISSUED
4/19/2011

NAMED INSURED:

McGrath Rentcorp
Mobile Modular Management
Corporation, TRS Rentelco
5700 Las Positas Road
Livermore CA 94550

Named Insured Continued:

TRS Environmental
Mobile Modular Portable Storage

4/19/2011



ENDORSEMENT NO. .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/30/2010 Policy No.: 4/30/2011 DGLLA207149047
Insured: McGrath Rentcorp
Mobile Modular Management

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

It is hereby agreed that Section IV, Item 8, is modified as follows:

SCHEDULE

Name of Person or Organization: As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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. This waiver applies only to the person or organization shown in the Schedule above.

This endorsement does not change any other provision of the policy.

CGL 1025 0103



ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/30/2010 4/30/2011 Policy No: DGLLA207149047
Insured: McGrath Rentcorp Mobile Modular Management

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.



ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: _____ Policy No.: DGLLA207149047

Insured: McGrath Rentcorp Mobile Modular Management

ADDITIONAL INSURED –OWNERS, LESSEES OR CONTRACTORS –

SCHEDULE

Name of Person or Organization:

Re: Contract # 210002844 - Site: Havenscourt Middle School. Oakland USD, The District and its directors, officers, employees and agents are named as a Additional Insured per the attached endorsement. GL waiver of subrogation and primary wording applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS FROM MOBILE MODULAR
TO THE OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACT NO. 210002844.1**

THIS AGREEMENT is made as of the 1st of October, 2010 by and between Mobile Modular whose local place of business is at 5700 Las Positas Road, Livermore, CA 94551 hereinafter called "LESSOR" or Mobile Modular and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for

Havenscourt New Classroom & Cafeteria Building School Portable Project
At
Havenscourt Middle School
1390-66th Avenue
Oakland, CA 94621

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

Article I. Scope of Work

- 1.1 Mobile Modular shall supply and install one 24'x40' portable building and one 48'x40' portable building at Havenscourt Middle School and for the duration of Twenty-one months including the to deliver and install two portable building and one custom ramp, and closure panels as necessary, for a period of up to 21 months. The proposal also includes removal costs to transport the portables and ramp back to Mobile Modular facilities once the rental period expires.
- 1.2 Mobile Modular shall provide all permits necessary for the delivery of the portables to the sites. DISTRICT shall provide all permits for the installation, assembly and occupancy of the portables.
- 1.3 LESSOR shall provide portables that meet or exceed the requirements of the State of California, Department of Housing Code.

Article II. Architect/Engineer

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

Article III. Performance of Work

3.1 Work shall commence immediately upon Mobile Modular's acceptance and receipt of this Agreement from District. Any delay in Mobile Modular's delivery of the portables is excused only for delays in delivery due to fire, flood, windstorm, riot, civil disobedience, strike, Acts of God, or other circumstance beyond Mobile Modular's reasonable control, which Mobile Modular could not anticipate, which shall prevent the making of deliveries in the normal course of business. Mobile Modular is not otherwise excused for delay in delivery of the portables. With respect to work performed on DISTRICT property, DISTRICT agrees and acknowledges that its' Contractor that performed and/ or will be performing a work of construction at the work site is responsible for providing traffic control, access to the work site and a safe work environment -Where no Lease Agreement for construction is underway, DISTRICT is required to provide necessary traffic control, access to the work site and a safe work environment.

Article IV. Lease Agreement Time

4.1 The Work will be completed as follows:
The Work will be conducted in Twenty-one (21) Months Lease Agreement Duration: commencing May 2, 2011 and ending on April 1, 2013.

Article V. Lease Agreement Sum

5.1 DISTRICT shall pay Mobile Modular the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents. The Lease Agreement Sum is **Ninety-one thousand, six hundred eleven dollars and no cents.**

Description	Monthly Rent
Classroom, 24X40 DSA (NonStd) RH Right Hand Door, Non-Standard Configuration. Tackboard Interior	\$ 455.00
Classroom, 48X40 DSA (NonStd) Non-Standard Configuration. Tackboard interior.	\$1,160.00
Ramp, Custom Plan	<u>\$ 323.00</u>
Total: X 21 Months	\$40,698.00

Charges Upon delivery	Quantity	Charge Each	Total One Time Taxable
Classroom, 24x40 DSA (NonStd) RH, Modifications	1	\$9,950.20	\$9,950.00
Block and Level Building (B5) (PW) Prevailing Wage Cert. Payroll	1	\$2,880.00	\$2,880.00
Delivery Haulage Lowboy 12 wide	2	\$592.00	\$1,184.00
Delivery Haulage Permit 12 wide Lowboy	2	\$46.00	\$92.00

Delivery Haulage Pilot 12 wide Lowboy	2	\$184.00	\$368.00
Installation, Closure Panel (PW) Prevailing Wage Cert. Payroll	2	\$175.00	\$350.00

Total **\$14,824.00**

Office, 48X40 DSA (NonStd) Modifications	1	\$9,812.40	\$9,812.00
Block and Level Building (B8) (PW)	1	\$5,760.00	\$5,760.00
Delivery Haulage Lowboy 12 wide	4	\$592.00	\$2,368.00
Delivery Haulage Permit 12 wide Lowboy	4	\$46.00	\$184.00
Delivery Haulage Pilot 12 wide Lowboy	4	\$184.00	\$736.00
Installation, Passageway 6' on site (PW)	1	\$1,560.00	\$1,560.00
Installation, Ramp & Steps Custom Plan	1	\$3,312.00	\$3,312.00

Total **\$23,732.00**
GRAND TOTAL **\$38,557.00**

Charges Upon Return

Classroom, 24X40 DSA (NonStd) (RH)

Prepare Equipment for Removal (B5)

Modifications	1	\$1,980.00	\$1,980.00
Removal, close up passageway-6' on site	1	\$250.00	\$250.00
Return Haulage Lowboy 12 wide	2	\$592.00	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	\$46.00	\$92.00
Return Haulage Pilot 12 wide Lowboy	2	\$184.00	\$368.00

Total **\$3,874.00**

Office, 48X40 DSA (NonStd)

Prepare Equipment for Removal (B8)	1	\$3,055.00	\$3,055.00
Removal, Close Passageway 6' on site	1	\$250.00	\$250.00
Removal, Ram & Step Custom Plan	1	\$1,889.00	\$1,889.00
Return, Haulage Lowboy 12 wide	4	\$592.00	\$2,368.00
Return Haulage Permit 12 wide Lowboy	4	\$46.00	\$184.00
Return Haulage Pilot 12	4	\$184.00	\$736.00

wide Lowboy

	Total	\$8,482.00
	Grand Total	\$12,356.00
TOTAL FOR PROJECT		\$91,611.00

- 5.2. The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT'S use. In compensation for said use, LESSOR shall be due the Lease Agreement sum identified in section 5.1 of this Lease Agreement and, from the date of the execution of this Lease Agreement, said compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of the first month, and said rent shall be the sum of **Ninety-one thousand, six hundred eleven dollars and no cents (\$91,611.00)** or a proration thereof, at a cost of 1/30 of the total monthly rent for each day during the term of this Lease. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given. Commencing on the date of execution of this agreement, LESSEE shall pay a charge or ten percent (10%) per annum on rental payments due under this Lease Agreement that are thirty (30) days or more past due.

Article VI. Lease Term

- 6.1 The duration of the Lease term for each portable unit at Havenscourt Middle School will be from **May 2, 2011 and ending on April 1, 2013**. Project Schedule for the portables where the site plans have been completed and delivered to Mobile Modular and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Mobile Modular the duration of the Lease Term will begin upon delivery of the site plans to Mobile Modular and installation of the portable at the DISTRICT site by Mobile Modular. Said term shall be referred to as the "Lease Term",

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

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

Article VII. Compensation

- 7.1 DISTRICT shall pay Mobile Modular the Lease Agreement sum for completion of Work and for rental of the portable buildings for the initial Lease Term and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be Ninety-one thousand, six hundred eleven dollars and no cents (\$91,611.00) which sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Havenscourt Middle School and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

Article VIII. Lease Agreement Documents

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

Article IX. District Approval of Work

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

Article X. Prevailing Wages

- 10.1 If the work to be performed under this Agreement is a public work of improvement, the VENDOR shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the VENDOR shall forfeit as a penalty to the DISTRICT \$25 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any third-party VENDOR under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar date or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by VENDOR.
- 10.2 Pursuant to the provisions of Section 1773 of the Labor Code, the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the DISTRICT Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

Article XI. Inspection of Work/Defective or Damaged Work

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

Article XII. Warranty

- 12.1 Mobile Modular hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Mobile Modular, for Mobile Modular's breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on Mobile Modular. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Mobile Modular's risk and returned to Mobile Modular at Mobile Modular's expense. Defects are not waived by acceptance of goods or by failure to notify Mobile Modular thereof
- 12.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of Mobile Modular and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States

Article XIII. Warranty of Title

- 13.1 Mobile Modular shall warrant to DISTRICT, its' successors and assigns, that the title to the material, supplies or equipment covered by this Lease Agreement, when delivered to DISTRICT or to its' successors or assigns, is free from all liens and encumbrances.

Article XIV. District's Rights and Remedies for Default

- 14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Mobile Modular its' allowable costs incurred to date of termination and those costs deemed necessary by Mobile Modular to effect termination. In the event that Mobile Modular at any time during the entire term of the LEASE

AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Mobile Modular only its' allowable costs to date of the termination.

14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be cured within ten (10) working days, the DISTRICT and Mobile Modular shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Mobile Modular only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.

14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from Mobile Modular for public education purposes and the removal of the portable classrooms, for any reason, must be coordinated with DISTRICT's academic schedule to avoid disruption of the District's delivery of public education and related public education operations. Accordingly, Mobile Modular may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within thirty (30) working days (or such other reasonable period as the Mobile Modular may authorize in writing) of receipt of notice from the Mobile Modular cure such breach or violation. In the event that Mobile Modular elects to terminate the Agreement, Mobile Modular may remove its portable buildings and shall coordinate the removal of its portable buildings with DISTRICT to avoid or minimize any disruption of classes or public education operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with Mobile Modular in the scheduling of the removal of portable buildings in the event of DISTRICT's default under the agreement. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by Mobile Modular and DISTRICT to effect termination.

Article XV. Failure to Complete Lease Agreement - Effect

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

Article XVI. Damages

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

Article XVII. Liquidated Damages

17.1 Omitted

Article XVIII. Effect of Extensions of Time

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

Article XIX. Performance Bond

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

~~As a condition of award of this agreement to Mobile Modular, DISTRICT may require Mobile Modular to execute and deliver to DISTRICT a performance bond in the amount of one hundred percent, (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all _____ encumbrances _____ is equal in amount to its' liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.~~

Article XX. Payment Bond

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

~~As a condition of award of this agreement to Mobile Modular, DISTRICT may require Mobile Modular to execute and deliver to DISTRICT a payment bond in the amount of one hundred percent (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for payment of materials, labor and equipment in performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.~~

Article XXI. Indemnification

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

Article XXII. Infringement of Patents

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

Article XXIII. Assignment and Delegation

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

Article XXIV. Equal Employment Opportunity

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

Article XXV. Environmental and Safety Health Standards Compliance

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

Article XXVI. Hazardous Chemicals and Wastes

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

Article XXVII. Insurance

- 27.1 If Mobile Modular employs any person to perform work in connection with this Lease Agreement, Mobile Modular shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- 27.2 Prior to commencement of work under this Lease Agreement by any such employee, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits, shall be given to DISTRICT.
- 27.3 Bodily Injury, Death and Property Damage Liability Insurance.
- 27.4 Mobile Modular shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering Mobile Modular and DISTRICT for liability arising out of the operations of Mobile Modular and any subcontractors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of Mobile Modular in the performance of work under this Lease Agreement, the

policy(ies) shall be subject to a limit for each occurrence of Two Million, Five Hundred Thousand Dollars (\$2,500,000), naming as an additional insured, in connection with Mobile Modular's activities, the DISTRICT, and its' directors, officers, employees and agents. The Insurer(s) shall agree that its' policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

- 27.5 Inclusion of DISTRICT as an additional insured shall not in any way affect its' rights with respect to any claim, demand, suit or judgment made, brought or recovered against Mobile Modular. The policy shall protect Mobile Modular and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.
- 27.6 Prior to commencement of work hereunder, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal, or reduction in limits shall be given to DISTRICT.

Article XXVIII. Self-Insurance.

- 28.1 Omitted.

Article XXIX. Audit and Inspection of Records

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

Article XXX. Notices

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

If to the DISTRICT:

Oakland Unified School District
Director of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Attention: Mr. Timothy E. White

If to Mobile Modular:

Mobile Modular
5700 Las Positas Road,
Livermore, CA 94551
Tel: 925-606-9000
Attention: Dana Hanson

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

Article XXXI. District Representative

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

Article XXXII. Clayton Act and Cartwright Act

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

Article XXXIII. DSA Construction Reports

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

Article XXXIV. Miscellaneous Provisions

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

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

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


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

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

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

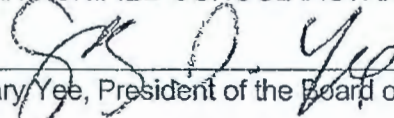
IN WITNESS WHEREOF, LESSOR has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

Mobile Modular:


By:  Kristen Erickson Dated: 1/7/11

Title: Operations Manager

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

Dated: 2/10/11

BY: 
Edgar Rakestraw, Jr., Secretary, Board of Education

Dated: 2/10/11

BY: 
Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date: _____

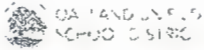
Approved as to form and procedure:


Cate Boskoff, Facilities Counsel

Dated: 1-24-11

LESSOR: Mobile Modular
School: Havenscout Middle School
Funding: General Obligation Bond-Measure B

END OF DOCUMENT



AMENDMENT No. 1 ROUTING FORM

Project Information

Project Name	Havenscourt New Classroom and Cafeteria Building	Site	Havenscourt Middle School
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Basic Directions

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

Attachment Checklist

- Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
- Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Mobile Modular	Agency's Contact	Dana Hanson			
OUSD Vendor ID #	V050767	Title	Project Manager			
Street Address	5700 Las Positas Road	City	Livermore	State	CA	Zip 9451
Telephone	925-606-9000	Policy Expires	4-30-2011			
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 #	07030					

Term

Date Work Will Begin	5-2-2011	Date Work Will End By (not more than 5 years from start date)	4-1-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$98,195.60
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 6,585.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2079901612	5620	\$6,585.00
				\$

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	4-20-11		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	4.20.11		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2013

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 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 251 S. Lake Ave., Suite 150 Pasadena, CA 91101 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: PHONE (A/C, No, Ext): 626-792-5522 FAX (A/C, No): 626-792-6111 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94550	INSURER A : Liberty Surplus Ins. Corp	10725
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Liberty Insurance Underwriters	19917
	INSURER D : United States Fire Insurance	21113
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 16127126

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			100000602507 Ded. \$10,000	4/30/2013	4/30/2014	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 ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			72UENPR5273	4/30/2013	4/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			100003398705	4/30/2013	4/30/2014	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406680887	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract # 210002844 - Site: Havenscourt Middle School. Oakland USD, The District and its directors, officers, employees and agents are named as a Additional Insured per the attached endorsement. GL waiver of subrogation and primary wording applies.

With Respects to the operation of the named insured. 30 Days Notice of Cancellation. 10 Days Notice of Cancellation for non-payment of premium.

CERTIFICATE HOLDER Oakland USD 955 High Street Oakland CA 94601	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  Melonie Harbo
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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94550	
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 (05/10)

CERTIFICATE HOLDER: Oakland USD

ADDRESS: 955 High Street Oakland CA 94601

Named Insured Continued:

TRS Environmental
Mobile Modular Portable Storage



ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94550	
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 (05/10)

CERTIFICATE HOLDER: Oakland USD

ADDRESS: 955 High Street Oakland CA 94601

Named Insured Continued:

TRS-Rentelco



ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/30/2013 4/30/2014 Policy No: 100000602507
 Insured: McGrath RentCorp DBA: Mobile Modular Management Corporation

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.



4/25/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

McGrath RentCorp

DBA: Mobile Modular Management Corporation

100000602507

POLICY NUMBER:

CG 20 10 11 85

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

LIBERTY SURPLUS INSURANCE CORPORATION

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

ENDORSEMENT NO.

Effective Date: 4/30/2013**Policy Number:** 100000602507**Issued To:** McGrath RentCorp

DBA: Mobile Modular Management Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name of Other Person(s)/Organization(s)</u>	<u>Email Address or Mailing Address</u>	<u>Number Days Notice</u>
Any person(s) or organization(s) to whom the insured agrees to provide Notice of Cancellation in a written contract signed by both parties and executed prior to the commencement of operations.		30



CGL 13 85 12 10

LEASE AGREEMENT CONTRACT ROUTING FORM

Project Information			
Project Name	Havenscourt New Cafeteria & Classroom Building	Site	Havenscourt MS
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Mobile Modular Management Corp.	Agency's Contact	Emily Gonzalez		
OUSD Vendor ID #	V050767	Title	Project Manager		
Street Address	5700 Las Positas Road	City	Livermore	State	CA Zip 94550
Telephone	925-606-9000	Policy Expires	4-30-2014		
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 #	07030				

Term			
Date Work Will Begin	5-2-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 106,535.60
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,340.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	2079003835	5620	\$8,340.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager			
	Signature			Date Approved
				5-20-13
2.	General Counsel, Department of Facilities Planning and Management			
	Signature			Date Approved
				5.21.13
3.	Associate Superintendent, Facilities Planning and Management			
	Signature			Date Approved
	President, Board of Education			
4.	Signature			Date Approved