

File ID Number	17-1789
Introduction Date	9-13-2017
Enactment Number	17-1284
Enactment Date	9-13-17



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management *JR*

Board Meeting Date September 13, 2017

Subject Lease Agreement - Mobile Modular Management Corp. -Madison Portables

Action Requested Approval by the Board of Education of a Lease Agreement with the District and Mobile Modular Management Corp., Livermore, CA., for the later to provide for Portable Leasing Services, in conjunction with the Madison Park Academy Portables Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth commencing *Aug* 14, 2017 and concluding no later than August 3, 2018 in an amount not-to-exceed \$85,151.00.

Background Due to increase in enrollment, the school requires additional portables for the site.

LBP (Local Business Participation Percentage) 0.00% (Sole Source)

Recommendation Approval by the Board of Education of a Lease Agreement with the District and Mobile Modular Management Corp., Livermore, CA., for the later to provide for Portable Leasing Services, in conjunction with the Madison Park Academy Portables Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth commencing *August* 14, 2017 and concluding no later than August 3, 2018 in an amount not-to-exceed \$85,151.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Lease Agreement including scope of work
- Proposal



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

Legislative File ID No. _____

Department: Facilities Planning and Management _____

Vendor Name: Mobile Modular Management Corp. _____

Project Name: Madison Expansion _____ **Project No.:** 13124 _____

Contract Term: Intended Start: 8/3/2017 _____ Intended End: 8/3/2018 _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$85,151.00 _____

Approved by: Cesar Monterrosa _____

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Trailers currently on site were installed by Vendor.

Summarize the services this Vendor will be providing.

Services for set up, delivery and dismantle, standard ramps and 12-months lease of (2) temp classroom portables and (1) Restroom. Cost includes rolling in , rollout and additional lumber for unlevel site.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Sole Source

2) Please check the competitive bid exception relied upon:

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



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 806-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement
 Contract: 210034641.1
 Contract Term: 12 Months
 Date Printed: 08/07/2017
 Start Rent Date: 08/14/2017

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 955 High St Oakland, CA 94601 William Newby william.newby@ousd.k12.ca.us (510) 532-2802 (510) 879-3673	Site Information: Oakland USD 400 Capistrano Dr James Madison Middle School Oakland, CA 94603 Sonya Perkins sperkins@hattincm.com 5105022282	Questions? Please Contact: Carl Yeremian Carl.Yeremian@mobilemodular.com Direct Phone: (925) 453-3118 All other inquiries: (925) 606-9000
Customer PO/Reference: PO to follow Exp: // By:		

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,335.00	\$1,335.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,335.00	\$1,335.00	N
Restroom, 12x40 DSA (Item1004) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.</i>	1	\$1,466.00	\$1,466.00	N

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Classroom, 24x40 DSA (Item1001)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,118.00	\$4,118.00	N
Delivery Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	32	\$17.00	\$544.00	N
			\$6,641.00	
Classroom, 24x40 DSA (Item1001)				
Modifications	1	\$400.00	\$400.00	N
Additional Labor, Rolling On Deliver(PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$560.00	\$560.00	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,118.00	\$4,118.00	N
Delivery Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	32	\$17.00	\$544.00	N
			\$7,604.00	
Restroom, 12x40 DSA (Item1004)				
Block and Level Building (B3) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$2,905.00	\$2,905.00	N
Delivery Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	84	\$17.00	\$1,428.00	N



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	\$6,315.00
Subtotal of Monthly Rent:	\$4,136.00
Monthly Personal Property Expense (PPE):	\$0.00
Taxes on Monthly Charges:	\$0.00
Total Monthly Charges (Incl Taxes & PPE):	\$4,136.00
Subtotal of One-Time Charges upon Delivery :	\$20,563.00
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
Est. Initial Invoice:	\$24,699.00

<i>Charges Upon Return:</i>	Qty	Charge Each	Total One Time Taxable	
Classroom, 24x40 DSA (Item1001)				
Prepare Equipment For Removal (B5) (PW)	1	\$2,964.00	\$2,964.00	N
Removal, Ramp Skirting (PW)	32	\$7.00	\$224.00	N
Return Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
			\$5,170.00	
Classroom, 24x40 DSA (Item1001)				
Additional Labor, Rolling On Removal (PW)	1	\$560.00	\$560.00	N
Prepare Equipment For Removal (B5) (PW)	1	\$2,964.00	\$2,964.00	N
Removal, Ramp Skirting (PW)	32	\$7.00	\$224.00	N
Return Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
			\$5,730.00	
Restroom, 12x40 DSA (Item1004)				
Prepare Equipment For Removal (B3) (PW)	1	\$1,486.00	\$1,486.00	N
Removal, Ramp Skirting (PW)	84	\$7.00	\$588.00	N
Return Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
			\$4,056.00	

Special Notes

Block/Level: Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Delivery Date: Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.

Delivery of Equipment: Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.

DSA Classrooms Include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard 12 foot straight run factory ramp, and wood sill foundation for level site.

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



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

Product Availability: Product availability and delivery date is subject to stock on hand upon receipt of signed contract and/or credit approval.

Ramps: Site conditions may affect 12 foot straight run ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMC provides used/refurbished ramps - new ramps available for purchase only.

Site Installation Requirements: Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

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

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- 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 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
Classroom, 24x40 DSA (Item1001)	1	1001	\$42,750.00
Restroom, 12x40 DSA (Item1004)	1	1004	\$71,550.00
Classroom, 24x40 DSA (Item1001)	1	1001	\$42,750.00



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

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

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("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.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>Signature: <u>Carl Yerman</u></p> <p>Print Name: <u>Carl Yerman</u></p> <p>Title: <u>Education Sales Specialist</u></p> <p>Date: <u>8/16/17</u></p>	<p>LESSEE: Oakland USD</p> <p>Signature: <u>Vernon Hal</u></p> <p>Print Name: <u>Vernon Hal</u></p> <p>Title: <u>Senior Business Officer</u></p> <p>Date: _____</p>
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James Harris
 President, Board of Education

ATTACHMENT A

LEASE TERMS AND CONDITIONS

OAKLAND UNIFIED SCHOOL DISTRICT
 APPROVED FOR FORM & SUBSTANCE
 By: Maui Adams
 Attorney at Law

- 1. LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement ("Agreement") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "Incorporated Provisions"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.
- 2. LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent 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. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. 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. Please review the Incorporated Provisions on Lessor's website at [<https://www.MobileModular.com/ContractTerms>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

Kyla R. Johnson-Trammell
 Kyla R. Johnson-Trammell
 Secretary, Board of Education



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fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the Initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



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12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.



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

Lease Agreement

Contract: 210034641.1
Contract Term: 12 Months
Date Printed: 08/07/2017
Start Rent Date: 08/14/2017

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

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

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

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

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into all Lease Agreements (each "Agreement") entered into on or after October 1st, 2008, between Mobile Modular Management Corporation, a California Corporation, as lessor ("Lessor") and any customer of Lessor, as lessee ("Lessee"). These provisions are subject to change in Lessor's sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

WITNESSETH

1. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up (subject to any site limitations), and, subject to Section 5 below, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

2. **EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded) as set forth in the applicable region-specific Service Guide ("**Service Guide**"), which can be viewed on Lessor's website (<http://www.mobilemodular.com/resources/product-guides.aspx>). Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent. Lessor shall provide maintenance and service to the Equipment as set forth in the applicable Service Guide.

3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "**Site**"). Lessee warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Lessor on exact placement and orientation of the Equipment. Equipment should be placed in areas with adequate drainage to avoid flooding. Upon request from Lessee and for an additional fee, Lessor will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. In the State of Florida, Lessee is notified that Equipment is not to be placed closer than two feet to another structure without advance written approval from Lessor.

- a. **ACCESS.** Lessee shall provide clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. The Site must be dry, compacted, level and accessible by normal truck delivery. A level site is hereby defined as follows: Length – no greater than a 4-inch drop in 40 feet; Width – no greater than a 1-inch drop in 8 feet. Additional charges may apply for dry-runs, additional labor, or wait-time incurred due to lack of site access or adequate preparation.
- b. **LOCATION.**
 - i. **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.
 - ii. **RELOCATION OF EQUIPMENT.** Once Lessor has completed the delivery and set up of the Equipment in the location specified by Lessee, should the Equipment require relocation for any reason, Lessee shall be responsible for all charges associated with such relocation. Lessee shall not move the Equipment without the prior written consent of Lessor.
 - iii. **RE-LEVELING EQUIPMENT.** Should the Equipment require re-leveling due to adverse site or weather conditions (wetness, settling, unstable ground, etc.), or adjustment due to personal property (such as furniture, files or equipment) inside the Equipment, Lessee shall be responsible for all related charges.
- c. **PIT, GROUND LEVEL OR DEEP SET.** When backfilling soil and concrete in the front of the building, Lessee is instructed to use a waterproof barrier to protect the Equipment.

4. RETURN OF EQUIPMENT.

- a. **PREPARATION FOR EQUIPMENT REMOVAL.** Upon conclusion of the Lease and prior to the scheduled removal of the Equipment, Lessee shall complete the necessary actions to ensure Equipment may be removed by Lessor. Additional charges may apply for any additional labor, waiting time, or dry-runs incurred if the necessary actions are not completed by Lessee prior to the scheduled time of removal. Such actions include but may not be limited to:
 - i. Disconnection of all utilities and removal of any items that may hinder the removal of the Equipment by standard methods;
 - ii. Removal of all personal property of Lessee from the Equipment. Should any personal property remain in the Equipment upon removal, Lessee consents to Lessor's possession and disposal or destruction of such personal

property without notice or accounting to Lessee, the costs and expenses of which, including reasonable attorney's fees, shall be the responsibility of the Lessee.

- iii. In the case of any Equipment that includes plumbing:
 1. The plumbing lines must be flushed clean and Lessee shall ensure that there is no foreign matter in any of the fixtures;
 2. Connections of the plumbing to the site shall be properly disconnected and, if applicable, the plumbing manifold should be placed inside the Equipment. Where "no hub fittings" are provided, there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee will be charged for damages to plumbing due to improper disconnection or failure to return plumbing manifolds.
- iv. Clear access shall be provided for preparation of the Equipment, and its removal from the site, by standard methods.
- v. Lessee shall notify Lessor at the time return request is made if wheels, axles, towbar or other items have been removed from the Equipment and require re-attachment to the Equipment to facilitate the return. Additionally, Lessee is to advise Lessor if skirting, seismic restraints, or other items have been attached to the Equipment and require removal.

- b. **INSPECTION OF EQUIPMENT ON RETURN.** Upon return of any Lessor-owned Equipment, an inspection of the Equipment will be performed by Lessor. If such inspection shows the Equipment not to be in the condition required by Section 2 of the Incorporated Provisions, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor. Upon request by Lessee and for an additional fee, a preliminary inspection for damages can be performed at the site prior to removal of the Equipment. Unless otherwise noted in the Lease Agreement, Lessor charges a cleaning fee of \$125.00 per module for Equipment consisting of modular buildings. If assessed, cleaning charges will be based on the condition of the Equipment when returned. If keys are not returned with the Equipment, a charge will be assessed for re-keying. If locksets are altered and not returned to their original condition, charges may be assessed.

5. PARTICULAR TYPES OF EQUIPMENT. Some of the terms and conditions herein may not be applicable to the particular Equipment subject to the Lease. The following terms relate to Equipment of the following types:

- a. **STAIRS.** (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor's sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessee shall be responsible for unloading the stairs upon delivery and installing the handrails (as well as disassembling the handrails and loading the stairs for return). (3) In all other states, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to or failure of Lessee to properly maintain the stairs may result in failure to comply with applicable code.
 - i. **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee. Attaching steps and ramps directly to the doorjamb will result in an inoperable door.
 - ii. **CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee to ensure that the finished stairs comply with all applicable codes.
 - iii. **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Standard threshold heights on properly prepared sites vary based on Equipment, Equipment or sites not meeting this threshold height may result in additional charges for special Equipment.
- b. **RAMPS.** Lessor recommends that Lessee looks closely at all conditions of impact. Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.
 - i. **SITE CONDITIONS.** Sloping site or other conditions may impact the use of a prefabricated ramp and require longer ramps or alternate configurations. This may result in additional charges to Lessee. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold

requirements (provided that Lessee's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee to ensure that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramps unusable.

- c. **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. If a plumbing manifold is provided with the Equipment, Lessee is responsible for assembly of the manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks, or other connection-related items.
- i. **MALFUNCTIONS.** Lessee is responsible for any malfunction of lines, valves, piping, etc., related to foreign matter, improper connection of waste/water lines or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment as provided by Lessor.
 - ii. **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines.
 - iii. **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination, pressure, or other items/issues is the responsibility of the Lessee.
- d. **BUILDINGS.** Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.
- i. **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to place, install or remove the classroom on the Lessee's site due to site obstructions such as fencing, landscaping, other classrooms, etc., Lessee may be responsible for additional charges.
 - ii. **EQUIPMENT LOCATED IN THE STATE OF FLORIDA.** Hybrid Campus Maker and Type IIB Side Stackable classrooms have a one-hour firewall rating on the long side walls. Penetration of these walls may cause the Equipment to lose its one-hour fire rating and the Equipment will not be code compliant.
- e. **SEISMIC/WIND.** Equipment consisting of either friction based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined on plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans. Lessor recommends that Lessee verify with the local governing authority that these systems are appropriate for the site. In some cases, additional charges may be incurred by Lessee for custom foundation engineering and additional foundation work.
- i. **FRICTION BASED SYSTEM.** The price quoted is for the rental, installation and removal of the system and is valid for the initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered plans and calculations for an additional charge. Lessor does not warrant that the Lessee's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.
 - ii. **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of the rated number of pounds shown on the applicable engineered plans for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Lessor recommends, and local governing authorities may require, that the Lessee have a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.
 - iii. **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee will be responsible for all additional costs, including replacement of broken earth anchors provided that such damage is incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by Lessee. At the time of dismantle, Lessor will cut the straps of the earth anchors in order to remove the Equipment. Lessee is then responsible for the removal of the earth anchors from the site.

- iv. **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Lessee has elected not to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundation system.
- v. **APPROVAL.** Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.
- f. **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.
- g. **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.
- h. **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

6. **PHOTOGRAPHY RELEASE.** Lessee agrees to grant Lessor, and any person acting on behalf of Lessor, the right to use Lessee's photography for any of Lessor's company business or for marketing purposes. Lessee understands that Lessee's purposes may include, but are not limited to, use in marketing collateral, digital content (websites, email campaigns), publicity, advertising and any internal or external company communications. Lessee further understands the photography will become the property of Lessor and that Lessee will not be compensated for provided permission to photograph. Lessee hereby irrevocably authorizes Lessor, or any person acting on its behalf, to edit, alter, copy, exhibit, publish or distribute any photograph for the purposes described above. In addition, Lessee consents to such use or disclosure without Lessee's prior inspection or approval of the finished product, including written or electronic copy, wherein such photography may appear. Lessee understands that Lessor is not responsible for any use or disclosure of any photography not authorized by Lessor. Lessee holds Lessor harmless from any loss, damage or injury resulting from any such unauthorized use or disclosure.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2017

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

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

PRODUCER SullivanCurtisMonroe Insurance Services 550 South Hope Street, Suite 1000 Los Angeles, CA 90071 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: PHONE (A/C, No, Ext): 213-233-0400 FAX (A/C, No): 213-892-1593 E-MAIL ADDRESS:														
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INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551															

COVERAGES

CERTIFICATE NUMBER: 37318197

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			100000602511 Ded. \$10,000	4/30/2017	4/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			BAP011468802 HAPD ACV	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			100003398709	4/30/2017	4/30/2018	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4067283213 - AOS 4067283222 - WI Only \$250,000 Deductible	7/1/2017 7/1/2017	7/1/2018 7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Contract Number- 210034641 - James Madison Middle School - 400 Capistrano Drive, Oakland, CA 94603

This certificate supersedes prior certificate issued on 08/21/2017.

CERTIFICATE HOLDER**CANCELLATION**
 Oakland Unified School District
 1000 Broadway, Suite 680
 Oakland CA 94607

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

AUTHORIZED REPRESENTATIVE

Kyana Okamoto

Kyana Okamoto

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ACORD 25 (2016/03)

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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 94551	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: Oakland Unified School District

ADDRESS: 1000 Broadway, Suite 680 Oakland CA 94607

Named Insured Continued:

Mobile Facilities, Inc.

DBA: Mobile Modular Portable Storage

Space-Co. Corporation

DBA: TRS-Rentelco

DBA: TRS Environmental

McGrath 180, LLC

**MADISON PORTABLES
MOBILE MODULAR COST BREAKDOWN
8/7/17**

Est. Initial Invoice:	\$24,699 (Delivery, setup, 1-month lease, roll in/out, & dismantle)
Monthly Rental:	\$45,496 (\$4136 x 11 Lease)
<u>Dismantle:</u>	<u>\$14,965</u>
Total Amount:	\$85,151



2018 Per 113

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Portables	Site	215
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Basic Directions

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

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

Contractor Name	Mobile Modular Management Corp	Agency's Contact	Kristen Erickson
OUSD Vendor ID #	V050767	Title	Project Manager
Street Address	5700 Las Positas Rd	City	Livermore
Telephone	925-606-9000	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94550
OUSD Project #	13124	Policy Expires	7-1-2018
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	8-14-2017 <i>per contract</i>	Date Work Will End By	8-14-2018 <i>per contract</i>
		(not more than 5 years from start date)	

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$85,151.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	2159905822	6274	\$85,151.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	8/18/17		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	8/20/17		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			