

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0534
Committee	Facilities
Introduction Date	4/10/13
Enactment Number	13-0653
Enactment Date	4/10/13



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** March 27, 2013

**Subject** Amendment No. 1, Lease Agreement - Lowell Middle School Modernization Project

**Action Requested** Approval by the Board of Education of a Lease Agreement with Mobile Modular for Lease Services on behalf of the District at the Lowell Middle School Modernization Project, in an amount not-to exceed \$21,888.00, increasing the previous contract amount from \$114,462.00 to a not to exceed amount of \$136,350.00, and revising the end date from July 20, 2010 to January 31, 2012 through December 31, 2013. *Amended ER*

**Background** As a part of the Interim Housing Project at the Lowell Middle School Modernization site.

**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 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 a <sup>Amended 2/11</sup> Lease Agreement with Mobile Modular for Lease Services on behalf of the District at the Lowell Middle School Modernization Project, in an amount not-to exceed \$21,888.00, increasing the previous contract amount from \$114,462.00 to a not to exceed amount of \$136,350.00, and revising the end date from July 20, 2010 to January 31, 2012 through December 31, 2013.

**Fiscal Impact**

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

**Attachments**

- Lease Agreement including scope of work

**AMENDMENT NO. 1 OF AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS  
FROM MOBILE MODULAR MANAGEMENT CORPORATION TO THE OAKLAND UNIFIED  
SCHOOL DISTRICT DATED April 18, 2008**

THIS AMENDMENT is made as of the 20th day of December 2012 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 by four months, and miscellaneous demobilization charges that were applied at time of removal from the site.*

*Mobile Modular shall be compensated for the leasing of four (4) 24'x48' portables for Lowell Middle School Modernization project.*

MMC Lease #	Building #1 40631	Building #2 40742	Building #3 40743	Building #4 40797
Cleaning Charge	\$250.00	\$250.00	\$250.00	\$250.00
Prepare Equipment for Removal	\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00
Remove PH/Data Wire, Cust Install	\$260.00	\$208.00	\$208.00	\$0.00
Return Haulage	\$1,028.00	\$1,028.00	\$1,028.00	\$0.00
Return Permit Charge	\$156.00	\$156.00	\$156.00	\$0.00
<b>TOTAL</b>				<b>\$21,888.00</b>

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

FACILITIES PLANNING  
AND MANAGEMENT

2013 JAN 28 P 12:40

OAKLAND, CA 94601  
955 HIGH STREET

2013 JAN 28 PM 1 12

ACCOUNTING DEPARTMENT

File ID Number: 13-0534  
Introduction Date: 4/10/13  
Enactment Number: 13-0653  
Enactment Date: 4/10/13  
By: o.s.

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] Kristen Erickson Dated: 1/25/13  
Its: Operations Specialist

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature] Dated: 4/11/13  
David Kakashiba, President, Board of Education

By: [Signature] Dated: \_\_\_\_\_  
Timothy E. White, Associate Superintendent

Division of Facilities, Planning and Management

[Signature] 4/11/13  
C. Rakestraw, Jr., Secretary  
Board of Education

Approved as to form:

[Signature] Dated: 2.13.13  
Cate Boskoff, Facilities Counsel

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

END OF DOCUMENT

# EXHIBIT A



**Remit to:**  
**Mobile Modular Management Corporation**  
 PO Box 45043  
 SAN FRANCISCO, CA 94145

## Invoice

Invoice: 116165  
 Contract: 210002059  
 Customer PO: Lowell Middle School-Bond  
 proj  
 Invoice Date: 31-May-2012

### Customer Information

Oakland USD  
 955 High St  
 OAKLAND, CA 94601

### Questions about this invoice?

Contact Name: Selina Hatcher  
 Email: Selina.Hatcher@mgrc.com  
 Phone: 925-453-3308  
 Fax: 925-453-3203  
 All Other Inquiries: 925-606-9000

### Item & Description

991 14th Street Lowell Middle Oakland CA, 94610

- Classroom, 24x40 DSA (Item1001) (Bldg ID # 40631 / E-Code 63018,63019)

	Previous 1-25	Next 25
	Tax	Charge
-- <b>Cleaning Charge</b>	N	<b>\$250.00</b>
-- Prepare Equipment for Removal	N	\$1,980.00
-- <b>Remove PH/Data Wire,Cust Installed</b>	N	<b>\$260.00</b>
-- Return Haulage	N	\$1,028.00
-- Return Permit Charge	N	\$156.00

- Classroom, 24x40 DSA (Item1002) (Bldg ID # 40742 / E-Code 63321,63322)

-- <b>Cleaning Charge</b>	N	<b>\$250.00</b>
-- Prepare Equipment for Removal	N	\$1,980.00
-- <b>Remove PH/Data Wire,Cust Installed</b>	N	<b>\$208.00</b>
-- Return Haulage	N	\$1,028.00
-- Return Permit Charge	N	\$156.00

- Classroom, 24x40 DSA (Item1002) (Bldg ID # 40743 / E-Code 63323,63324)

-- <b>Cleaning Charge</b>	N	<b>\$250.00</b>
-- Prepare Equipment for Removal	N	\$1,980.00
-- <b>Remove PH/Data Wire,Cust Installed</b>	N	<b>\$208.00</b>
-- Return Haulage	N	\$1,028.00
-- Return Permit Charge	N	\$156.00

- Classroom, 24x40 DSA (Item1002) (Bldg ID # 40797 / E-Code 63587,63588)

-- <b>Cleaning Charge</b>	N	<b>\$250.00</b>
-- Prepare Equipment for Removal	N	\$1,980.00

Previous 1-25    Next 25

<b>Total:</b>	<b>\$21,888.00</b>
<b>Total Taxes:</b>	<b>\$0.00</b>
<b>Remit Total:</b>	<b>\$21,888.00</b>

### SPECIAL INSTRUCTIONS

#### TERMS: NET DUE UPON RECEIPT

This transaction subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corp.  
**FOR PROPER CREDIT, PLEASE DETACH & RETURN WITH PAYMENT TO THE REMIT TO ADDRESS ABOVE.**

**Remittance for: Oakland USD**

Amount enclosed

\$ \_\_\_\_\_  
 Please explain if the amount is different from the invoice amount:



Account: R2739  
 Invoice: 116165

Contract:  
Invoice Date:  
**Remit Total:**

210002059  
31-May-2012  
**\$21,888.00**

**Thank you for the opportunity to serve you. We appreciate your business.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2012

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).

<b>PRODUCER</b> SullivanCurtisMonroe Insurance Services 251 S. Lake Ave., Suite 150 Pasadena, CA 91101  www.SullivanCurtisMonroe.com License # 0E83670	<b>CONTACT NAME:</b>	
	PHONE (A/C, No, Ext): 626-792-5522	FAX (A/C, No): 626-792-6111
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Liberty Surplus		10725
INSURER B: XL Specialty Insurance Company		37885
INSURER C: Liberty Insurance Underwriters		19917
INSURER D: United States Fire Insurance		21113
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 12892858

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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		100000602506 Ded. \$10,000	4/30/2012	4/30/2013	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	<b>AUTOMOBILE LIABILITY</b> <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"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000		MAG0037370	4/30/2012	4/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		EXCLA2078344	4/30/2012	4/30/2013	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	4087024146	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)

Proof Of Insurance.

With Respects to the operation of the named insured

CERTIFICATE HOLDER

Proof Of Insurance

**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 Cina



## 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:** Proof Of Insurance

**ADDRESS:** \_\_\_\_\_

Named Insured Continued:

TRS Environmental  
Mobile Modular Portable Storage



**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., forms a part of

Policy No. 100000602506 issued to McGrath RentCorp DBA: Mobile Modular Management Corporation  
 by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Proof Of Insurance		

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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## LEASE AGREEMENT ROUTING FORM

Project Information			
Project Name	Lowell Middle School Modernization	Site	Lowell Middle School
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	Danielle Heller		
OUSD Vendor ID #	V002756	Title	Project Manager		
Street Address	5700 Las Positas Road	City	Livermore	State	CA Zip 94551
Telephone	925-606-9000	Policy Expires	4-30-2013		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
OUSD Project #	06004				

Term			
Date Work Will Begin	7-20-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$114,462.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 21,888.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9399	Measure B	2049901813	6262	\$21,888.00

Approval and Routing (in order of approval steps)					
<small>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.</small>					
1.	Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7082
	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	2-8-13	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	2-13-13	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		

LEGISLATIVE FILE

File ID No. 10-1614

Introduction Date 6-15-2010

Enactment No. 10-1302

Enactment Date 6-23-10

By AS

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
June 23, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Lease Agreement - Mobile Modular – Lowell Middle School Modernization Project

**ACTION REQUESTED**

Approval by the Board of Education of a Lease Agreement with Mobile Modular Management Corporation Inc. for lease of real property for Lowell Middle School Modernization Project in an amount not to exceed (\$114,462.00) one hundred fourteen thousand, four hundred sixty two dollars and no cents. The lease term shall be for the period not to exceed eighteen (18) months and will commence on July 20, 2010 and conclude on January 31, 2012

**BACKGROUND**

Interim Housing is required due to the construction at Lowell Middle School Modernization Project.

**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.

**DISCUSSION**

The scope of the project includes the leasing of six used 24'x40' classroom portables for the Lowell site. Lease is to be for a total of 18 months. Total for six classroom portables will be \$114,462.00 which includes ramp and landing, perimeter skirting, and Division of State Architect (DSA) approved PC drawings.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval by the Board of Education of a Lease Agreement with Mobile Modular Management Corporation Inc. for lease of real property for Lowell Middle School Modernization Project in an amount not to exceed (\$114,462.00) one hundred fourteen thousand, four hundred sixty two dollars and no cents. The lease tem shall be for the period not to exceed eighteen (18) months and will commence on July 20, 2010 and conclude on January 31, 2012

Key code: 2049901810-6278

AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS FROM MOBILE MODULAR  
MANAGEMENT CORPORATION TO THE OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made as of the 22nd day of April, 2010 by and between Mobile Modular Management Corporation whose local place of business is at 5700 Las Positas Road, Livermore, CA 94551 hereinafter called "LESSOR" or Mobile Modular Management Corporation 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

Lowell Middle School Modernization Project  
At  
Lowell Middle School  
Oakland, CA  
Lease #210002059

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 Management Corporation shall supply and install six (6) portable classrooms 24 x 40 feet portable classrooms at Lowell Middle School and for the duration of eighteen months (18) including the 24 x 40 feet classroom with including commercial grade carpet.
- 1.2 Mobile Modular Management Corporation 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 Education Code.

**Article II. Architect/Engineer**

- 2.1 The Project has been designed by and specifications furnished by Loving & Campos Architects, Inc. (LCA) 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**

OAKLAND UNIFIED SCHOOL DISTRICT  
PLANNING DEPARTMENT  
10946 4010  
OAKLAND, CA 94601

3.1 Work shall commence immediately upon Mobile Modular Management Corporation acceptance and receipt of this Agreement from District. Any delay in Mobile Modular Management Corporation 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 Management Corporation reasonable control, which Mobile Modular Management Corporation could not anticipate, which shall prevent the making of deliveries in the normal course of business. Mobile Modular Management Corporation 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 eighteen months (18) Lease Agreement Duration: commencing July 20, 2010 and ending on January 31, 2012.

**Article V. Lease Agreement Sum**

5.1 DISTRICT shall pay Mobile Modular Management Corporation the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents. The Lease Agreement Sum is (\$114,462.00) One hundred and fourteen thousand, four hundred and sixty-two dollars and no cents.

<b>MMC Lease #</b>	<b>Building #1 40797</b>	<b>Building #2 40631</b>	<b>Building #3 40798</b>	<b>Building #4 40742</b>
Rent for 18 Months	\$623.00	\$623.00	\$623.00	\$623.00
Delivery Low boy	\$1,028.00	\$1,028.00	\$1,028.00	\$1,028.00
Delivery Permit	\$156.00	\$156.00	\$156.00	\$156.00
Block/Level	\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00
Installation Closure Permit	\$550.00	\$550.00	\$550.00	\$550.00
Ramps/Steps	0	0	0	0
Return Delivery	\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00
Return Haulage Lowboy 12 Wide	\$1,028.00	\$1,028.00	\$1,028.00	\$1,028.00
Return haulage Permit 12 Lowboy	\$156.00	\$156.00	\$156.00	\$156.00
<b>Lease Per Building</b>	<b>\$8,241.00</b>	<b>\$8,241.00</b>	<b>\$8,241.00</b>	<b>\$8,241.00</b>

<b>MMC Lease #</b>	<b>Building #5 40743</b>	<b>Building #6 41715</b>
Rent for 18 Months	\$623.00	\$623.00

Delivery	\$1,028.00	\$1,028.00
Delivery Permit Lowboy	\$156.00	\$156.00
Block/Level	\$2,880.00	\$2,880.00
Modifications	\$245.00	\$245.00
Installation Closure Panel	\$390.00	\$390.00
Skirting	0	0
Ramps/Steps	0	0
Return Delivery	\$1,980.00	\$1,980.00
Return Haulage Lowboy 12 wide	\$1,028.00	\$1,028.00
Return Haulage Permit 12 wide Lowboy	\$156.00	\$156.00
<b>Lease Per Building</b>	<b>\$8,241.00</b>	<b>\$8,241.00</b>

- 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 three thousand, seven hundred thirty eight dollars (\$3,738.00) 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

Modernization will be from July 20, 2010 and ending on January 31, 2012. 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 Management Corporation 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 eighteen months (18) 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 Lowell 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 Management Corporation.

#### **Article VII. Compensation**

- 7.1 DISTRICT shall pay Mobile Modular Management Corporation 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 **One hundred fourteen thousand, four hundred sixty-two dollars and no cents** which sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Lowell 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

#### **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 Not applicable, omitted.
- 10.2 Not applicable, omitted.



### **Article XI. Inspection of Work/Defective or Damaged Work**

- 11.1 DISTRICT shall inspect the materials, equipment and work provided by Mobile Modular Management Corporation 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 Management Corporation 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 Management Corporation in the same condition as it was delivered less any normal wear and tear.
- 11.2 Mobile Modular Management Corporation 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 Management Corporation, have the authority to deduct the cost there from any compensation due or to become due to Mobile Modular Management Corporation. 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 Management Corporation 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 Management Corporation, for Mobile Modular Management Corporation'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 Management Corporation. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Mobile Modular Management Corporation's risk and returned to Mobile Modular Management Corporation at Mobile Modular Management Corporation's expense. Defects are not waived by acceptance of goods or by failure to notify Mobile
- 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 Management Corporation 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 Management Corporation 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 Management Corporation its' allowable costs incurred to date of termination and those costs deemed necessary by Mobile Modular Management Corporation to effect termination. In the event that Mobile Modular Management Corporation 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 Management Corporation 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 Management Corporation 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 Management Corporation 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 Management Corporation 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 Management Corporation 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* *writing) of receipt of notice from the Mobile Modular Management Corporation* cure such breach or violation. In the event that Mobile Modular Management Corporation elects to terminate the Agreement, Mobile Modular Management Corporation 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 Management Corporation 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 Management Corporation 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 Management Corporation 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 Management Corporation 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 Management Corporation and his bondsmen shall be liable to DISTRICT for all loss or damage which it may suffer on account of Mobile Modular Management Corporation '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 Management Corporation or the surety on Mobile Modular Management Corporation '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. NA

As a condition of award of this agreement to Mobile Modular Management Corporation, DISTRICT may require Mobile Modular Management Corporation to execute and deliver to DISTRICT a performance bond in the amount of zero percent, (0%) 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. NA

As a condition of award of this agreement to Mobile Modular Management Corporation, DISTRICT may require Mobile Modular Management Corporation to execute and deliver to DISTRICT a payment bond in the amount of zero (0%) 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 Management Corporation, or its' employees, officers, agents, or subcontractors only, Mobile Modular Management Corporation shall indemnify, keep and hold harmless, the DISTRICT, its' 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

services to be performed under this Agreement by Mobile Modular Management Corporation, 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 Management Corporation 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 Management Corporation 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 Management Corporation, 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, sublessees, 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 Management Corporation its' directors, officers, employees and/or agents in any such action, DISTRICT shall at its' expense satisfy and discharge the same.

#### **Article XXII. Infringement of Patents**

- 22.1 Mobile Modular Management Corporation 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 Management Corporation prompt notice in writing of the institution of the suit or proceedings and permits Mobile Modular Management Corporation through his counsel to defend the same and gives Mobile Modular Management Corporation information, assistance and authority to enable Mobile Modular Management Corporation to do so.

#### **Article XXIII. Assignment and Delegation**

- 23.1 Mobile Modular Management Corporation 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 Management Corporation shall not discriminate against any employee or applicant for employment

#### **Article XXV. Environmental and Safety Health Standards Compliance**

- 25.1 Mobile Modular Management Corporation shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. Mobile Modular Management Corporation 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 Management Corporation shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of Mobile Modular Management Corporation or any subcontractors during the

course of performance of this Lease Agreement. Mobile Modular Management Corporation shall immediately report any such release to the DISTRICT Project Manager. Mobile Modular Management Corporation 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 Management Corporation employs any person to perform work in connection with this Lease Agreement, Mobile Modular Management Corporation 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 Management Corporation 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 Management Corporation shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering Mobile Modular Management Corporation and DISTRICT
- 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 Management Corporation 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 Management Corporation'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 Management Corporation. The policy shall protect Mobile Modular

Management Corporation 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 Management Corporation 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 Management Corporation 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, Kenya Chatman and Mobile Modular Management Corporation'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

900 Ninth Street  
Oakland, CA 94601  
Attention: Mr. Timothy E. White

If to Mobile Modular Management Corporation:

Mobile Modular Management Corporation  
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 Board of Education 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 Management Corporation, 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 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.

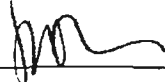
**SEVERABILITY.** If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become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

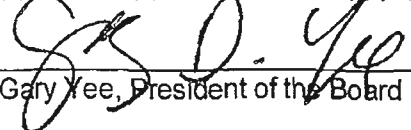
**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

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 Management Corporation:

By:  Kristen Erickson Dated: 5/20/10  
Title: Operations Manager

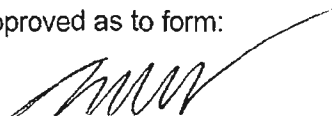
OAKLAND UNIFIED SCHOOL DISTRICT

By:  Gary Yee, President of the Board of Education Dated: 6/24/10

By:  Edgar Rakestraw, Jr., District Secretary Dated: 6/24/10


By:  Timothy White, Assistant Superintendent  
Division of Facilities, Planning and Management Dated: \_\_\_\_\_

Approved as to form:



5-27-10

LESSOR: Mobile Modular Management Corporation  
School: Lowell Middle School  
Funding: General Obligation Bond-Measure B

File ID Number: 10-1614  
Introduction Date: 6-15-10  
Enactment Number: 10-1302  
Enactment Date: 6-23-10  
By: 

END OF DOCUMENT

**ACORD CERTIFICATE OF LIABILITY INSURANCE** Date (mm/dd/yy)  
4/29/2010

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

License # 0E83670      626-792-5522  
www.SullivanCurtisMonroe.com      626-792-6111

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

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**

INSURER <b>A</b>	Liberty Surplus Insurance Corporation
INSURER <b>B</b>	Hartford Fire Insurance Company
INSURER <b>C</b>	Liberty Insurance Underwriters
INSURER <b>D</b>	United States Fire Insurance Company
INSURER <b>E</b>	

**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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	DGLLA207149047 Ded. \$10,000	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 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	<b>AUTOMOBILE LIABILITY</b> <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 type="checkbox"/> ANY AUTO	72UENKR1024	4/30/2010	4/30/2011	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER THAN AUTO ONLY EA ACC AGG \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	LQ1 B71207834029	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
D	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b>	4086981342	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000

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

RE: Lease# 128805, 128886, 128813, 128814  
Oakland USD is named as additional insured as shown on the attached endorsement.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Oakland USD Attn: Rocky Borton 955 High Street Oakland CA 94601-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. *10 Days for Non-Payment of Premium.  AUTHORIZED REPRESENTATIVE  Mary Tang <i>Mary Tang</i>

**From:**

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

626-792-6111

License # 0E83670  
626-792-5522  
www.SullivanCurtisMonroe.com

# FAX DOCUMENT

Certificate of Insurance Delivery by ecertsonline™

**From:** Nancy Cadwallader

**Subject:** Certificate of Liability: McGrath RentCorp

**Date:** 4/29/2010

**Delivery Via:** FAX 15108792647

**No. of Pages:** 5

**To:**

Oakland USD  
Attn: Rocky Borton  
955 High Street  
Oakland CA 94601-0000

This document was created by eCertsONLINE.

The attached or linked document(s) contains certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

This document can be sent via e-mail for faster delivery. Simply call and provide your e-mail address so we may update our records.

If you have any questions regarding the content of this message, you should contact the Producer/Agency listed on the attached/linked documents.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** Date (mm/dd/yy)  
4/29/2010

**Producer**  
SullivanCurtisMonroe Insurance Services  
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License # 0E83670                      626-792-5522  
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**INSURERS AFFORDING COVERAGE**

INSURER **A** Liberty Surplus Insurance Corporation  
INSURER **B** Hartford Fire Insurance Company  
INSURER **C** Liberty Insurance Underwriters  
INSURER **D** United States Fire Insurance Company  
INSURER **E**

**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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	DGLLA207149047 Ded \$10,000	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 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</b> <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 Comp \$1,000 Coll \$1,000	72UENKR1024	4/30/2010	4/30/2011	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	LQ1 B71207834029	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
D	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b>	4086981342	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Lease# 128805, 128886, 128813, 128814  
Oakland USD is named as additional insured as shown on the attached endorsement.

**CERTIFICATE HOLDER**

Oakland USD  
Attn: Rocky Borton  
955 High Street  
Oakland CA 94601-0000

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
Mary Tang *Mary Tang*

### 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

The Certificate of Insurance on the reverse side of this form 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**

Named Insured:

Issue Date: 4/29/2010

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

Named Insured Continued:

TRS Environmental

4/29/2010



**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: Lease# 128805, 128886, 128813, 128814 Oakland USD is named as additional insured as shown on the attached endorsement.

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.



# ROUTING FORM

Lowell Middle School

Check contract title:  Professional Services Contract  Amendment to PCS  **Modernization**

This Form is **NOT** a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	Mobile Modular			Contractor's Contact Person	Dana Hanson
Street Address	5700 Las Positas Road			Title	Project Manager
City	Livermore			Telephone	925-606-9000
State	CA	Zip Code	94550	Policy Expires	4-30-2011
Tax ID/Soc Sec #				OUSD Project #	06004
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.				VENDOR NO. V050767	

Term			
Date Work Will Begin	July 20, 2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	January 31, 2012



Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$114,462.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #						Object			Amount					
				Site		Program		F	Unique									
2	1	2	2	2	0	4	9	9	0	1	8	1	0	6	2	7	8	\$114,462.00
\$																		

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services					
Grade Level (s)		Students		Teachers	
Administrators		Others (Please Specify)			

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			5-27-10
FCMAT Fiscal Advisors			
State Administrator			
<i>Additional approvals may be needed if contract amount is greater than \$59,600</i>			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____	Fingerprint _____	YTD \$ _____	Full Funding in Req. _____
		Current Employee _____	Unit Member Work Conflict _____

**CERTIFICATE - ATTACHMENT**

Named Insured:

Issue Date: 4/29/2010

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

Named Insured Continued:

TRS Environmental

ecertsonline™

4/29/2010



**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: Lease #588859, 588860, 588861, 588862, 588863, 588864, 65 - 66 - 67, 6686 Chabot Road, Oakland, CA. Oakland Unified School District & its Directors, Officer, Employees, Agents, and Representatives are included as Additional Insureds per attached endorsement.

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.

Re Lease #588859, 588860, 588861, 588862, 588863, 588864, 65, 66 - 67, 6686 Chabot Road, Oakland, CA.

Oakland Unified School District & its Directors, Officer, Employees, Agents, and Representatives

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>			Date (mm/dd/yy) <b>4/29/2010</b>
Producer  SullivanCurtisMonroe Insurance Services 251 S. Lake Ave., Suite 150 Pasadena, CA 91101  License # 0E83670                      626-792-5522 www.SullivanCurtisMonroe.com        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.			
Insured  McGrath Rentcorp Mobile Modular Management Corporation, TRS Rentelco 5700 Las Positas Road Livermore CA 94550		<b>INSURERS AFFORDING COVERAGE</b>			
		INSURER	Liberty Surplus Insurance Corporation		
		INSURER	Hartford Fire Insurance Company		
		INSURER	Liberty Insurance Underwriters		
		INSURER	United States Fire Insurance Company		
		INSURER	E		
<b>COVERAGES</b>					
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	DGLLA207149047 Ded. \$10,000	4/30/2010	4/30/2011	EACH OCCURRENCE                      \$            1,000,000 FIRE DAMAGE (Any one fire)        \$            300,000 MED EXP (Any one person)         \$            10,000 PERSONAL & ADV INJURY             \$            1,000,000 GENERAL AGGREGATE                 \$            2,000,000 PRODUCTS-COMPIOP AGG             \$            2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" 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             \$            1,000,000 BODILY INJURY (Per person)        \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT         \$ OTHER THAN AUTO ONLY            EA ACC \$ AGG \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$	LQ1 B71207834029	4/30/2010	4/30/2011	EACH OCCURRENCE                      \$            20,000,000 AGGREGATE                                \$            20,000,000 \$ \$ \$
D	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b>	4086981342	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> STATUTORY LIMIT    OTHER B. EACH ACCIDENT                      \$            1,000,000 B. DISEASE - EA EMPLOYEE            \$            1,000,000 \$
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>					
RE Lease# 128805, 128886, 128813, 128814 Oakland USD Is named as additional insured as shown on the attached endorsement.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Oakland USD Attn: Rocky Borton 955 High Street Oakland CA 94601-0000			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.		
			AUTHORIZED REPRESENTATIVE  Mary Tang <i>Mary Tang</i>		
ACORD 25-S (7/97)			© ACORD CORPORATION 1988		

**ACORD CERTIFICATE OF LIABILITY INSURANCE** Date (mm/dd/yy)  
4/29/2010

**Producer**  
SullivanCurtisMonroe Insurance Services  
251 S. Lake Ave., Suite 150  
Pasadena, CA 91101  
  
License # 0E83670  
www.SullivanCurtisMonroe.com  
626-792-5522  
626-792-6111

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**INSURERS AFFORDING COVERAGE**

INSURER A	Liberty Surplus Insurance Corporation
INSURER B	Hartford Fire Insurance Company
INSURER C	Liberty Insurance Underwriters
INSURER D	United States Fire Insurance Company
INSURER E	

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

**COVERAGES**

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B	<b>AUTOMOBILE LIABILITY</b> <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 \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	LQ1 B71207834029	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
D	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b>	4086981342	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER B. EACH ACCIDENT \$ 1,000,000 B. DISEASE - EA EMPLOYEE \$ 1,000,000 B. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Lease #588859, 588860, 588861, 588862, 588863, 588864, 65 - 66 - 67, 6686 Chabot Road, Oakland, CA. Oakland Unified School District & its Directors, Officer, Employees, Agents, and Representatives are included as Additional Insureds per attached endorsement.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Oakland Unified School District Attn: Susie Butler - Berkly 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium. AUTHORIZED REPRESENTATIVE Mary Tang <i>Mary Tang</i>

### IMPORTANT

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