

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	13-1107
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1107
Enactment Date	6-12-13



## Memo

**To** Board of Education

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

**Board Meeting Date** June 12, 2013

**Subject** Lease Agreement - Mobile Modular Management Corp. -Whittier Elementary School (Greenleaf) Project

**Action Requested** Approval by the Board of Education of a Lease Agreement with Mobile Modular Management Corp. for Portable Leasing Services on behalf of the District at the Whittier Elementary School (Greenleaf) Project, in an amount not-to exceed \$54,220.00. The term of this Agreement shall commence on June 1, 2013 and shall conclude no later than May 31, 2016.

**Background** Greenleaf at the Whittier school site is now a K-8 school and the growing student population needs more space for student.

**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 Lease Agreement with Mobile Modular Management Corp. for Portable Leasing Services on behalf of the District at the Whittier Elementary School (Greenleaf) Project, in an amount not-to exceed \$54,220.00. The term of this Agreement shall commence on June 1, 2013 and shall conclude no later than May 31, 2016.

**Fiscal Impact**

County School Facilities Fund

**Attachments**

- Lease Agreement including scope of work

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

THIS AGREEMENT is made as of the 6<sup>TH</sup> day of March, 2013 by and between Mobile Modular whose local place of business is at 5700 Las Positas Road, Livermore, CA 94550 hereinafter called "LESSOR" or Mobile Modular and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

2013 MAY 13 P 12:43  
FACILITIES PLANNING  
AND MANAGEMENT

LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for

Whittier Elementary School Portable Installation Project  
At  
Whittier Elementary School (Greenleaf)  
6328 East - 17<sup>th</sup> Street  
Oakland, CA 94621  
Quotation Reference: 110023844.1

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

**Article I. Scope of Work**

- 1.1 Mobile Modular shall supply and install two (2) 24'X40' Division of State Architect (DSA) portable classrooms at Whittier Elementary School (Greenleaf) and for the duration of thirty-six (36) months including the delivery and installation of mini blinds, security screens on windows, and security bar on door. Standard ramp, wood foundation for level site only, standard glue down carpet, and skirting for building. Ramp skirting is optional.
- 1.2 Mobile Modular shall provide all permits necessary for the delivery of the portables to the sites. DISTRICT shall provide all permits for the installation, assembly and occupancy of the portables.
- 1.3 LESSOR shall provide portables that meet or exceed the requirements of the State of California, Department of Housing Code.

**Article II. Architect/Engineer**

- 2.1 The Project has been designed by and specifications furnished by Gelfand/RNP who shall have the rights assigned to Architect/Engineer ("A/E") in the Lease Agreement Documents.
- 2.2 DISTRICT will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Lease Agreement

Documents in connection with completion of Work in accordance with Lease Agreement Documents.

**Article III. Performance of Work**

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

**Article IV. Lease Agreement Time**

- 4.1 The Work will be completed as follows:  
The Work will be conducted in **Thirty-six (36) months**. Lease Agreement Duration: commencing **June 1, 2013 and ending on May 31, 2016**.

**Article V. Lease Agreement Sum**

- 5.1 DISTRICT shall pay **Mobile Modular** the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents. The Lease Agreement Sum is **Fifty-four thousand, two hundred twenty dollars and no cents (\$54,220.00)**

<b>Charges Upon Delivery:</b>	<b>Qty</b>	<b>Charge Each</b>	<b>Total One Time Taxable</b>
Classroom 24X40 DSA (Item 1001) 6' Base cabinet with sink and bubbler <i>Materials</i> <i>Cold water only</i>	1	\$2,310.00	\$2,310.00
Block and level Building (B5) (PW) Prevailing Wage Cert. Payroll	1	\$2,880.00	\$2,880.00
Delivery Haulage Lowboy 12 wide	2	\$ 514.00	\$1,028.00
Delivery Haulage Permit 23 wide Lowboy	2	\$ 78.00	\$ 156.00
Installation, Closure Panel (PW) <i>Prevailing Wage Cert. Payroll</i> <i>OPTION ITEM – Assumes 2" separation between building – wood closure only. Includes removal at time of return.</i>	2	\$ 175.00	\$ 350.00
<b>TOTAL</b>			<b>\$6,724.00</b>

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Classroom 24X40 DSA (Item 1001) 6' Base cabinet with sink and bubbler <i>Materials</i> <i>Cold water only</i>	1	\$2,310.00	\$2,310.00
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<b>TOTAL</b>			<b>\$6,724.00</b>

<b>Charges Upon Return:</b>	<b>Qty</b>	<b>Charge Each</b>	<b>Total One Time Taxable</b>
Classroom 24X40 DSA (Item 1001) Prepare Equipment for Removal (B5)	1	\$1,365.00	\$1,365.00
Return Haulage Lowboy 12 wide	2	\$ 514.00	\$1,028.00
Return Haulage Permit	2	\$78.00	\$156.00
<b>TOTAL</b>			<b>\$2,549.00</b>

<b>Charges Upon Return:</b>	<b>Qty</b>	<b>Charge Each</b>	<b>Total One Time Taxable</b>
Classroom 24X40 DSA (Item 1001) Prepare Equipment for Removal (B5)	1	\$1,365.00	\$1,365.00
Return Haulage Lowboy 12 wide	2	\$ 514.00	\$1,028.00
Return Haulage Permit	2	\$78.00	\$156.00
<b>TOTAL</b>			<b>\$2,549.00</b>

<b>Charges for Installation</b>	<b>Qty</b>	<b>Charge Each</b>	<b>Total One Time Taxable</b>
<b>Classroom 24X40 DSA (Item 1002) #40630</b>			
Remove existing carpet/Install New VCT	1	\$2,234.00	\$2,234.00
Installation, Ramp Skirting (PW)	32	\$12.00	\$384.00
Removal, Ramp Skirting	32	\$4.00	\$128.00
Custom Paint	1	\$2,563.00	\$2,563.00
<b>TOTAL</b>			<b>\$5,309.00</b>

<b>Charges for Installation</b>	<b>Qty</b>	<b>Charge Each</b>	<b>Total One Time Taxable</b>
<b>Classroom 24X40 DSA (Item 1002) #40615</b>			
Remove existing carpet/Install New VCT	1	\$2,234.00	\$2,234.00
Installation, Ramp Skirting (PW)	32	\$12.00	\$384.00
Removal, Ramp Skirting	32	\$4.00	\$128.00
Custom Paint	1	\$2,563.00	\$2,563.00
<b>TOTAL</b>			<b>\$5,309.00</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 **Two (2) at \$348.00 or \$698.00 per month** or a proration thereof, at a cost of 1/30 of the total monthly rent for each day during the term of this Lease. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given. Commencing on the date of execution of this agreement, LESSEE shall pay a charge or ten percent (10%) per annum on rental payments due under this Lease Agreement that are thirty (30) days or more past due.

#### **Article VI. Lease Term**

- 6.1 The duration of the Lease term for each portable unit at Whittier Elementary School (Greenleaf) will be from June 1, 2013 and ending on May 31, 2016. Project Schedule for the portables where the site plans have been completed and delivered to Mobile Modular and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Mobile Modular the duration of the Lease Term will begin upon delivery of the site plans to Mobile Modular and installation of the portable at the DISTRICT site by Mobile Modular. Said term shall be referred to as the "Lease Term",

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

- 6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Mobile Modular that said month-to-month extension shall be terminated. However, the total term of the lease, including any lease extension shall not extend beyond a period of **Thirty-six months** without the authorization of the DISTRICT Timothy White, Associate Superintendent of Facilities, Planning and Management. 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 Whittier Elementary School (Greenleaf) shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by Mobile Modular.

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

- 7.1 DISTRICT shall pay Mobile Modular the Lease Agreement sum for completion of Work and for rental of the portable buildings for the initial Lease Term and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be **Fifty-four thousand, two hundred twenty dollars and no cents (\$54,220.00)**, which sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Whittier Elementary School (Greenleaf) and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

#### **Article VIII. Lease Agreement Documents**

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

#### **Article IX. District Approval of Work**

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

#### **Article X. Prevailing Wages**

- 10.1 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 within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by Mobile Modular hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to Mobile Modular in the same condition as it was delivered less any normal wear and tear.
- 11.2 Mobile Modular shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time

of delivery, then DISTRICT shall, upon written notice to Mobile Modular, have the authority to deduct the cost there from any compensation due or to become due to Mobile Modular. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

### **Article XII. Warranty**

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

### **Article XIII. Warranty of Title**

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

### **Article XIV. District's Rights and Remedies for Default**

- 14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Mobile Modular its' allowable costs incurred to date of termination and those costs deemed necessary by Mobile Modular to effect termination. In the event that Mobile Modular at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Mobile Modular only its' allowable costs to date of the termination.
- 14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be cured within ten (10) working days, the DISTRICT and Mobile Modular shall make a good faith effort to determine a reasonable time period in which the breach



must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Mobile Modular only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.

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

#### **Article XV. Failure to Complete Lease Agreement - Effect**

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

#### **Article XVI. Damages**

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

#### **Article XVII. Liquidated Damages**

- 17.1 Omitted

#### **Article XVIII. Effect of Extensions of Time**

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

#### **Article XIX. Performance Bond**

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

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

#### **Article XX. Payment Bond**

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

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

#### **Article XXI. Indemnification**

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

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

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

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

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

#### **Article XXIV. Equal Employment Opportunity**

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

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

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

#### **Article XXVI. Hazardous Chemicals and Wastes**

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

#### **Article XXVII. Insurance**

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

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

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

**Article XXVIII. Self-Insurance.**

- 28.1 Omitted.

**Article XXIX. Audit and Inspection of Records**

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

**Article XXX. Notices**

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

If to the DISTRICT:

Oakland Unified School District  
Director of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
Attention: Mr. Timothy E. White

If to Mobile Modular:  
Mobile Modular  
5700 Las Positas Road  
Livermore, CA 94550  
Tel: 925-606-9000  
Fax: 925-606-453-3201  
Attention: Dana Hanson

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

#### **Article XXXI. District Representative**

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

#### **Article XXXII. Clayton Act and Cartwright Act**

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

#### **Article XXXIII. DSA Construction Reports**

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

## Article XXXIV. Miscellaneous Provisions

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

---

**Susie Butler-Berkley**  
**Contract Analyst**

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.

OAKLAND UNIFIED SCHOOL DISTRICT

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

[Signature] Dated: 4/13/13  
~~Edgar Rakestraw, Jr., Secretary~~  
Board of Education

By: [Signature] Dated: 5/31  
Timothy White, Associate Superintendent  
President, Board of Education

Mobile Modular:

By: [Signature] Dated: 05/10/13  
Its: \_\_\_\_\_

Approved as to form and procedure:

[Signature] Dated: 5.21.13  
Cate Boskoff, Facilities Counsel

LESSOR: Mobile Modular  
School: Whittier Elementary School (Greenleaf)  
Funding: County School Facilities Fund

END OF DOCUMENT

File ID Number: 13-1168  
Introduction Date: 6-12-13  
Enactment Number: 13-1107  
Enactment Date: 6-12-13  
By: [Signature]





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

**Lease Quotation and Agreement**  
 Quotation Reference: 110023844.1  
 Date of Quote: 02/22/2013  
**Term: 36 Months**

**Sign up for the Easy Lease Option** (see end of document for details)

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> Oakland USD 955 High St Oakland, CA 94601 Kenya Chatman kenya.chatman@ousd.k12.ca.us (510) 535-7050	<b>Site Information:</b> Oakland USD 955 High Street Oakland, CA 94601 Kenya Chatman kenya.chatman@ousd.k12.ca.us 510.535.7050	Questions?  Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Direct Phone: (925) 453-3124 Fax: (925) 453-3201

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Lease Rate includes: Mini blinds, security screens on windows, and security bar on door. Standard ramp, wood foundation for level site only, std. glue down carpet, and skirting for building. Ramp skirting optional</i>	1	\$348.00	\$348.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Lease Rate includes: Mini blinds, security screens on windows, and security bar on door. Standard ramp, wood foundation for level site only, std. glue down carpet, and skirting for building. Ramp skirting optional</i>	1	\$348.00	\$348.00	N

	Qty	Charge Each	Total One Time Taxable	
<b>Charges Upon Delivery:</b>				
<b>Classroom, 24x40 DSA (Item1001)</b>				
6' base cabinet with sink and bubbler <i>Materials</i> <i>Cold water only</i>	1	\$2,310.00	\$2,310.00	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$2,880.00	\$2,880.00	N
Delivery Haulage Lowboy 12 wide	2	\$514.00	\$1,028.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Installation, Closure Panel (PW) <i>Prevailing Wage Cert. Payroll</i>	2	\$175.00	\$350.00	N
<i>OPTION ITEM- Assumes 2' separation between buildings- wood closure only. Includes removal at time of return</i>			<b>\$6,724.00</b>	

<b>Classroom, 24x40 DSA (Item1001)</b>				
6' base cabinet with sink and bubbler <i>Materials</i> <i>Cold water only</i>	1	\$2,310.00	\$2,310.00	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$2,880.00	\$2,880.00	N
Delivery Haulage Lowboy 12 wide	2	\$514.00	\$1,028.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Installation, Closure Panel (PW) <i>Prevailing Wage Cert. Payroll</i>	2	\$175.00	\$350.00	N
<i>OPTION ITEM- Assumes 2' separation between buildings- wood closure only. Includes removal at time of return</i>			<b>\$6,724.00</b>	

	Qty	Charge Each	Total One Time Taxable	
<b>Charges Upon Return:</b>				
<b>Classroom, 24x40 DSA (Item1001)</b>				
Prepare Equipment For Removal (B5)	1	\$1,365.00	\$1,365.00	N
Return Haulage Lowboy 12 wide	2	\$514.00	\$1,028.00	N



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 5700 Las Positas Road  
 Livermore, CA 94551  
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 www.mobilemodularrents.com

**Lease Quotation and Agreement**  
 Quotation Reference: 110023844.1  
 Date of Quote: 02/22/2013  
**Term: 36 Months**

Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
			<b>\$2,549.00</b>	
<b>Classroom, 24x40 DSA (Item1001)</b>				
Prepare Equipment For Removal (B5)	1	\$1,365.00	\$1,365.00	N
Return Haulage Lowboy 12 wide	2	\$514.00	\$1,028.00	N
Return Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
			<b>\$2,549.00</b>	

**Special Notes**

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

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

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

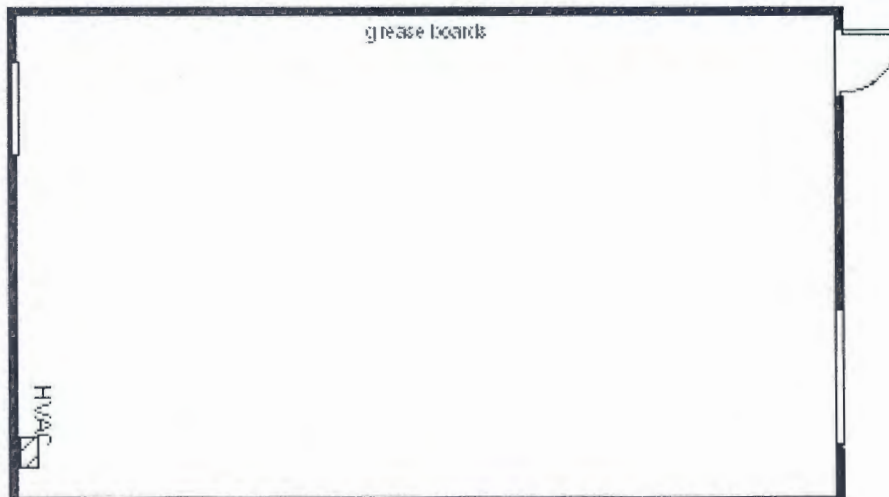
--Ramps: Site conditions may affect ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMMC provides used/refurbished ramps ? new ramps available for purchase only. -- Ramp Skirting: Ramp skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

**OPTIONAL-Used Sale Price @ \$39,200.00 + tax and delivery and block/level fees. Sold "as is". Other restrictions may apply.**

**Floor Plans**

All drawings and specifications are nominal

**Classroom, 24x40 DSA (Item1001)**



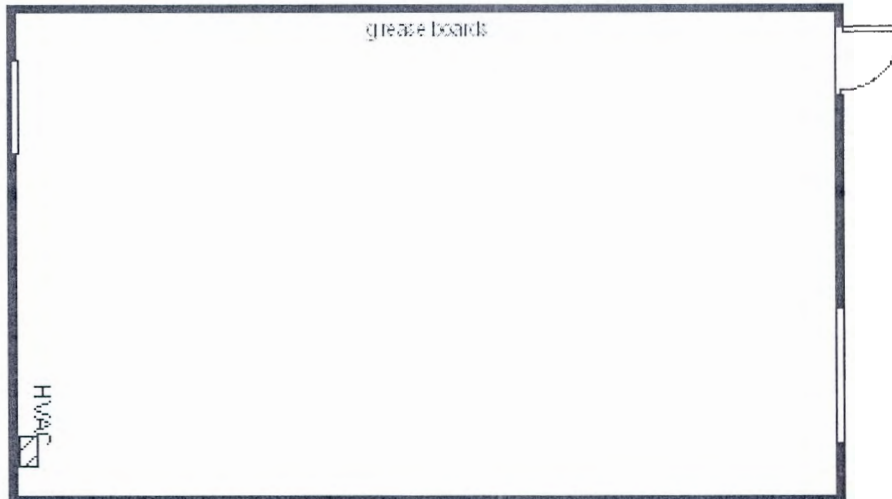
**Features:**  
 Yes  
 C.RH.WO  
 Right Hand Door Configuration. Open plan. Tackboard interior.

**Classroom, 24x40 DSA (Item1001)**



Mobile Modular Management Corporation  
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www.mobilemodularrents.com

**Lease Quotation and Agreement**  
Quotation Reference: 110023844.1  
Date of Quote: 02/22/2013  
Term: 36 Months



**Features:**

Yes  
C.RH.WO  
Right Hand Door Configuration. Open plan. Tackboard interior.

**Additional Information**

- Quote is valid for 30 days
- A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract. Security deposit and payment in advance may be required.
- Rent will be billed in advance every 30 calendar days.
- **Prices do not include applicable tax.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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**Lease Quotation and Agreement**  
 Quotation Reference: 110023844.1  
 Date of Quote: 02/22/2013  
**Term: 36 Months**

**Mobile Modular Easy Lease. Sign Me Up!**

**Getting your modular building on its way has never been easier... and faster.** With Mobile Modular Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. **It's as easy as 1, 2, 3.** Once we receive your signed Easy Lease option, we'll finalize your building details and get your project on its way.

**1. Review and acknowledge agreement.**

This Quotation is subject to Mobile Modular Management Corporation's, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease or Sale Agreement. Such lease or sale, and customer's agreement thereto, is subject to Lessor's standard terms and conditions located in the Solutions section of the Lessor's web site at ([www.mobilemodularrents.com/solutions/contract-terms.aspx](http://www.mobilemodularrents.com/solutions/contract-terms.aspx)) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Lessor. If customer has previously executed a master agreement with Lessor, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Lessee shall be effective against Lessor, whether made hereon, contained in any printed form of Lease or elsewhere, unless accepted in writing by Lessor. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Lessor's Lease or Sale Agreement shall carry no force or effect except as an instrument of billing.

**Lessor:**  
 Mobile Modular Management Corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Lessee:**  
 Oakland USD

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. Request your delivery date.**

Requested delivery date: \_\_\_\_\_

Please note: For modular buildings, as a "rule of thumb" allow one day per module to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by a Mobile Modular representative.

**3. Tell us how you would like to pay.**

- Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)
- Credit card payment (a representative will contact you to obtain the credit card information for billing)



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 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.MobileModularRents.com](http://www.MobileModularRents.com)

<b>Change Order 1</b>	
Contract:	210013757.1
<b>Contract Term:</b>	<b>36 Months</b>
Date Printed:	03/28/2013
Start Rent Date:	Jun 18, 2013

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>Oakland USD</b> 955 High St Oakland, CA 94601	<b>Site Information:</b> Oakland USD 6328 E. 17th Street Oakland, CA 94621	Questions? Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Phone: (925) 606-9000 Fax: (925) 453-3201
<b>Customer PO/Reference:</b> Staff use Exp.: By:		

**Product Information**

Item Description	Qty	Charge Each	Total One time
<b>Classroom, 24x40 DSA (Item1002) Bldg ID # 40630</b>			
Remove exist. carpet/Install New VCT	1	\$2,234.00	\$2,234.00
Installation, Ramp Skirting (PW)	32	\$12.00	\$384.00
Removal, Ramp Skirting	32	\$4.00	\$128.00
Custom Paint	1	\$2,563.00	\$2,563.00
<b>Classroom, 24x40 DSA (Item1002) Bldg ID # 40615</b>			
Remove exist. carpet/Install New VCT	1	\$2,234.00	\$2,234.00
Installation, Ramp Skirting (PW)	32	\$12.00	\$384.00
Removal, Ramp Skirting	32	\$4.00	\$128.00
Custom Paint	1	\$2,563.00	\$2,563.00

- \* Applicable taxes will be charged using the actual tax rate at the time of change order.
- \* Please sign & fax back to us at (925) 453-3201, so that we may proceed with your order.
- \* Previous change orders are not reflected.
- \* This change order serves as an addendum to our original contract.

**Oakland USD**

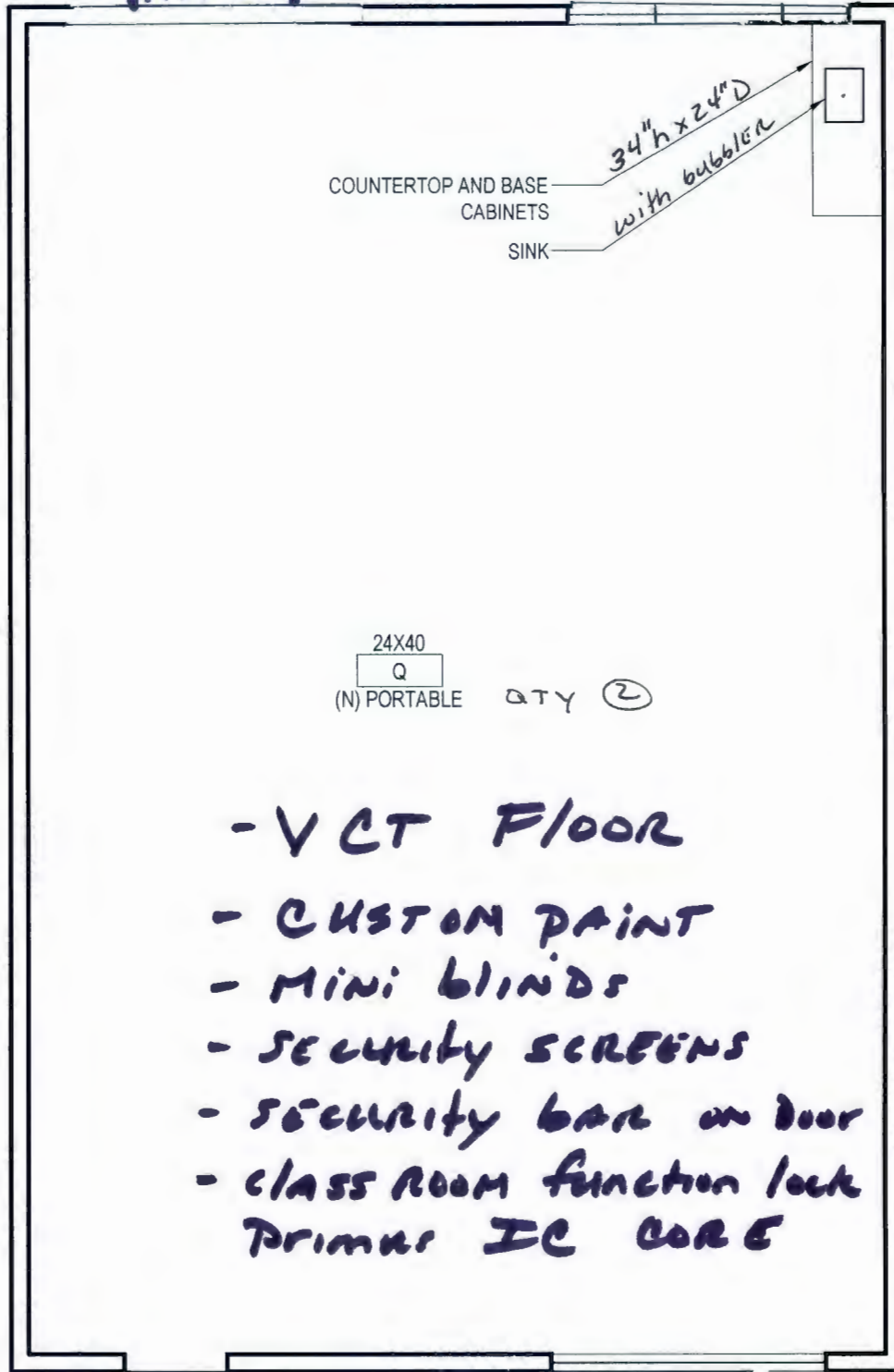
Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

HVAC

8040



COUNTERTOP AND BASE  
CABINETS  
SINK

34" h x 24" D  
with bubbler

→ 6' BASE  
CABINET

24X40  
Q  
(N) PORTABLE QTY 2

- VCT FLOOR
  - CUSTOM PAINT
  - MINI BLINDS
  - SECURITY SCREENS
  - SECURITY BAR ON DOOR
  - CLASS ROOM FUNCTION LOCK
- PRIMER IC CORE



1

PROPOSED PORTABLE CONFIGURATON

SCALE: NTS

3/28/13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2013

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

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

<b>PRODUCER</b> SullivanCurtisMonroe Insurance Services 550 South Hope Street, Suite 1000 Los Angeles, CA 90071  www.SullivanCurtisMonroe.com License # 0E83670	<b>CONTACT NAME:</b>	
	PHONE (A/C, No, Ext): 213-233-0400	FAX (A/C, No): 213-892-1593
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Liberty Surplus Ins. Corp		10725
INSURER B : Hartford Fire Insurance Company		19682
INSURER C : Liberty Insurance Underwriters		19917
INSURER D : United States Fire Insurance		21113
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 16388330 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/YD	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	<input checked="" type="checkbox"/>		100000602507 Ded. \$10,000	4/30/2013	4/30/2014	EACH OCCURRENCE \$ 1,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300.00 MED EXP (Any one person) \$ 10.00 PERSONAL & ADV INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 2,000.00 PRODUCTS - COMP/OP AGG \$ 2,000.00
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			72UENPR5273	4/30/2013	4/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00 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 \$			100003398705	4/30/2013	4/30/2014	EACH OCCURRENCE \$ 20,000.00 AGGREGATE \$ 20,000.00 \$ \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	406680887	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000.00

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

RE:Lease #210013757 - Site - Greenleaf Elementary School / Lease #210013895 - Site - Washington Elementary School / Lease #210014342 - Site - Bunche Middle School  
 Oakland USD is named as an additional insured see attached endorsement

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

<b>CERTIFICATE HOLDER</b>  Oakland USD 955 High St. Oakland CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>   Melonie Harbo

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ACORD 25 (2010/05)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94550
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: Oakland USD  
ADDRESS: 955 High St. Oakland CA 94601

Named Insured Continued:  
  
TRS Environmental  
Mobile Modular Portable Storage





**ADDITIONAL REMARKS SCHEDULE**

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94550	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (05/10)

**CERTIFICATE HOLDER:** Oakland USD  
**ADDRESS:** 955 High St. Oakland CA 94601

Named Insured Continued:  
  
TRS-Rentelco

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

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

All Locations and Description of Covered Operations.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.	All Locations and Description of Covered Operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

## Portable LEASE AGREEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Whittier Elementary School (Greenleaf)	<b>Site</b>	Whittier Elementary School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<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					
<b>Contractor Name</b>	Mobile Modular Management Corp.	<b>Agency's Contact</b>	Dana Hanson		
<b>OUSD Vendor ID #</b>	V050767	<b>Title</b>	Project Manager		
<b>Street Address</b>	5700 Las Positas Road	<b>City</b>	Livermore	<b>State</b>	CA
<b>Telephone</b>	925-606-9000	<b>Policy Expires</b>	4-30-2014		
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>OUSD Project #</b>	1'3103				

Term			
<b>Date Work Will Begin</b>	6-1-2013	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	5-31-2016

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$ 54,220.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
7710	County School Facilities	1639003890	5620	\$54,220.00

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.	<b>Division Head</b>	Charles Love	<b>Phone</b>	510-535-7081	<b>Fax</b>	510-535-7082
	<b>Capital Program Contract &amp; Accounting Manager</b>					
	<b>Signature</b>			<b>Date Approved</b>	5-20-13	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	<b>Signature</b>			<b>Date Approved</b>	5-21-13	
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	<b>Signature</b>			<b>Date Approved</b>		
4.	<b>President, Board of Education</b>					
	<b>Signature</b>			<b>Date Approved</b>		