

Board Office Use: Legislative File Info.	
File ID Number	11-2763
Committee	Facilities
Introduction Date	10/18/2011
Enactment Number	11-2340
Enactment Date	10-26-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date October 26, 2011

Subject Amendment No. 2, Professional Services Facilities Contract -
Mobile Modular Management - Oakland HS Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Mobile Modular Management for Portable Housing Services on behalf of the District at Oakland HS Modernization, in an amount not-to exceed \$48,891.14 increasing previous contract amount from \$184,413.70 to a not to exceed amount of \$233,304.84 and revising the end date from May 19, 2009 through November 18, 2009 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Currently the existing portables are dated and require demolition and removal. The existing classroom count will remain and the Modernization design team, will best determine whether to reconfigure existing structures and replace the portables.

Local Business Participation Percentage 0.00%

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

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



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

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

Recommendation

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Mobile Modular Management for Portable Housing Services on behalf of the District at Oakland HS Modernization, in an amount not-to exceed \$48,891.14 increasing previous contract amount from \$184,413.70 to a not to exceed amount of \$233,304.84 and revising the end date from May 19, 2009 through November 18, 2009 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is Revenue: 9299, 9399, 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

3049901812-5620

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Mobile Modular Management Corp.** OUSD entered into an Agreement with CONTRACTOR for services on **May 19, 2009**, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to extend the rent for portables, which needed to be on site longer due to construction being longer than anticipated, and for breakdown and return costs now that the project is completed.</u></p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u>.
<p>If term is changed: The contract term is extended by an additional <u>Eighteen months (days/weeks/months)</u>, and the amended expiration date is <u>December 31, 2011</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u>.
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$48,891.14 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>Two hundred thirty-three thousand, three hundred four dollars and eighty-four cents (\$233,304.84)</u>.</p>			

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

5. **Amendment History:**

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

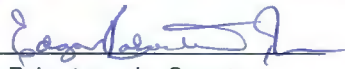
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	5-26-2010	The scope of the project is to Supply and Install Peepholes for the Portable Units for Interim Housing, as required.	\$509.70

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


OAKLAND UNIFIED SCHOOL DISTRICT



 Jody London, President, Board of Education 10/27/11
 Date



 Edgar Rakestraw, Jr., Secretary
 Board of Education 10/27/11
 Date



 Timothy White, Assistant Superintendent
 Facilities, Planning and Management _____
 Date

CONTRACTOR



 Contractor Signature 9/27/11
 Date

Kristen Erickson, Operations Manager

 Print Name, Title

File ID Number: 11-2763
 Introduction Date: 10-18-11
 Enactment Number: 11-2340
 Enactment Date: 10-26-11
 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Mobil Modular Management Corp.

Billing Rate: **Forty-eight thousand, eight hundred ninety-one dollars and fourteen cents (\$48,891.14)**

Description of Services to be Provided

- 1. Goals or Objectives**
Pay for additional rental of portables.
 - 2. Description of Services to be Provided**
The scope of the project is to extend the rent for portables, which needed to be on site longer due to construction being longer than anticipated, and for breakdown and return costs now that the project is completed.
 - 3. Deliverables**
Additional rent
-




Remit to:
 Mobile Modular Management Corporation
 P.O. Box 45043
 San Francisco, CA 94145-5043
www.MobileModularRents.com

Invoice
 Invoice: 10092686
 Contract: 210000477
 Customer PO: Oakland High project.2009
 Invoice Date: 05/27/2011

Customer Information

Oakland USD
 955 High St.
 Buildings and Grounds
 Oakland, CA 94601-4404



Mobile Modular Contact

Questions about this Invoice?

Please Contact: Selina Hatcher
 Email: Selina.Hatcher@mgrc.com
 Direct Phone: (925) 453-3308
 Fax: (925) 453-3203
 All other inquiries: (925) 606-9000

Product Information

Item & Description	Qty	Tax	Charge
--------------------	-----	-----	--------

Item & Description	Qty	Tax	Charge
Site Information:			
Project Name: Oakland High			
023 MacArthur Blvd.			
Oakland, CA 94610			
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30490) Rent 05/22/2011 to 06/20/2011			\$1,033.00
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30737) Rent 05/22/2011 to 06/20/2011			\$1,033.00
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30739) Rent 05/22/2011 to 06/20/2011		N	\$610.00
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30756) Rent 05/22/2011 to 06/20/2011		N	\$610.00
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30758) Rent 05/22/2011 to 06/20/2011		N	\$610.00
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30766) Rent 05/22/2011 to 06/20/2011		N	\$610.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 30777) Rent 05/22/2011 to 06/20/2011		N	\$610.00

REC'D.
6.16.11
PB

2011 JUN - 3 P 1:53

FACILITIES PLANNING
AND MANAGEMENT

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS OF MCGRATH RENTCORP / OR MOBILE MODULAR MANAGEMENT CORP.

FOR PROPER CREDIT - Please detach and return with payment to the remit to address above

REMITTANCE COPY for Oakland USD

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



Account: 2739
 Invoice: 10092686
 Contract: 210000477
 Invoice Date: 05/27/2011
Remit Total: \$6,336.00

Thank you for doing business with Mobile Modular. We appreciate your business.



Remit to:
 Mobile Modular Management Corporation
 P.O. Box 45043
 San Francisco, CA 94145-5043
www.MobileModularRents.com

Invoice	
Invoice:	10092686
Contract:	210000477
Customer PO:	Oakland High project.2009
Invoice Date:	05/27/2011

Product Information			
Item & Description	Qty	Tax	Charge
Classroom, 24x40 DSA (Item1002) (Bldg ID # 30778) Rent 05/22/2011 to 06/20/2011		N	\$610.00 \$610.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 30805) Rent 05/22/2011 to 06/20/2011		N	\$610.00 \$610.00
	Sub Total:		\$6,336.00
	Taxes:		\$0.00
	Total:		\$6,336.00
	Total Taxes:		\$0.00
	Remit Total:		\$6,336.00

Special Notes

PLANNING
 MANAGEMENT
 DEPARTMENT

JUN -6 P 2:43

HIGH STREET
 OAKLAND, CA 94601

PROJECT NAME	OHS - Mod
PROJECT ID	05016
REC. NO. / SD ACTION DATE	
CO. OVER/UNDER 10%	
PM AUTHORIZATION	<i>[Signature]</i>
AMOUNT TO BE PAID \$	6,336.00
SENT TO T/M/B & G OTHER	<i>[Signature]</i>

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS OF MCGRATH RENTCORP / OR MOBILE MODULAR MANAGEMENT CORP.
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Remit to:
Mobile Modular Management Corporation
 P.O. Box 45043
 San Francisco, CA 94145-5043
 www.MobileModularRents.com

Invoice
 Invoice: 10091199
 Contract: 210000477
 Customer PO: Oakland High project.2009
 Invoice Date: 07/15/2011

Customer Information
Oakland USD
 Buildings and Grounds
 955 High St
 Oakland, CA 94601

Mobile Modular Contact
 Questions about this Invoice?
 Please contact: Selina Hatcher
 Email: Selina.Hatcher@mgrc.com
 Direct Phone: (925) 453-3308
 Fax: (925) 453-3203
 All other inquiries: (925) 606-9000

Item & Description	Qty	Tax	Charge
Product Information			
Site Information:			
Project Name: Oakland High School			
1023 MacArthur Blvd.			
Oakland, CA 94610			
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30490 / E-code 67221,67222)			
Rent 05/22/2011 to 06/20/2011		N	\$1,033.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$2,130.00
Remove Ph/Data Wire,Cust Installed	6	N	\$78.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
			\$5,288.60
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30737 / E-code 68416,68417)			
Rent 05/22/2011 to 06/20/2011		N	\$1,033.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$2,130.00
Remove Ph/Data Wire,Cust Installed	6	N	\$78.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
			\$5,288.60
Classroom, 24x40 DSA (Item1001) (Bldg ID # 30739 / E-code 68420,68421)			
Rent 05/22/2011 to 06/20/2011		N	\$610.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS OF MCGRATH RENTCORP / OR MOBILE MODULAR MANAGEMENT CORP.

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REMITTANCE COPY for Oakland USD

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



Account: 2739
 Invoice: 10091199
 Contract: 210000477
 Invoice Date: 07/15/2011
Remit Total: \$44,596.90

Thank you for doing business with Mobile Modular. We appreciate your business.



Remit to:
Mobile Modular Management Corporation
 P.O. Box 45043
 San Francisco, CA 94145-5043
 www.MobileModularRents.com

Invoice	
Invoice:	10091199
Contract:	210000477
Customer PO:	Oakland High project.2009
Invoice Date:	07/15/2011

Remove Ph/Data Wire,Cust Installed	4	N	\$52.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
Wall Repair, Ext Wood Panel	1	N	\$119.00
			\$4,808.60

Classroom, 24x40 DSA (Item1001) (Bldg ID # 30756 / E-code 68482,68483)

Rent 05/22/2011 to 06/20/2011		N	\$610.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00
Remove Ph/Data Wire,Cust Installed	4	N	\$52.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
Wall Repair, Ext Wood Panel	1	N	\$119.00
			\$4,808.60

Classroom, 24x40 DSA (Item1001) (Bldg ID # 30758 / E-code 68486,68487)

Rent 05/22/2011 to 06/20/2011		N	\$610.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00
Remove Ph/Data Wire,Cust Installed	6	N	\$78.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
			\$4,715.60

Classroom, 24x40 DSA (Item1001) (Bldg ID # 30766 / E-code 68504,68505)

Rent 05/22/2011 to 06/20/2011		N	\$610.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00
Remove Ph/Data Wire,Cust Installed	4	N	\$52.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
			\$4,689.60

Classroom, 24x40 DSA (Item1002) (Bldg ID # 30777 / E-code 68538,68539)

Rent 05/22/2011 to 06/20/2011		N	\$610.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00
Remove Ph/Data Wire,Cust Installed	4	N	\$52.00

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FOR PROPER CREDIT - Please detach and return with payment to the remit to address above

REMITTANCE COPY for Oakland USD

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



Account: 2739
 Invoice: 10091199
 Contract: 210000477
 Invoice Date: 07/15/2011
Remit Total: \$44,596.90

Thank you for doing business with Mobile Modular. We appreciate your business.



Remit to:
Mobile Modular Management Corporation
 P.O. Box 45043
 San Francisco, CA 94145-5043
 www.MobileModularRents.com

Invoice	
Invoice:	10091199
Contract:	210000477
Customer PO:	Oakland High project.2009
Invoice Date:	07/15/2011

Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
Wall Repair, Ext Wood Panel	1	N	\$119.00
			\$4,808.60

Classroom, 24x40 DSA (Item1002) (Bldg ID # 30778 / E-code 68540,68541)

Rent 05/22/2011 to 06/20/2011		N	\$610.00
Labor--Remove Metal Box		N	\$31.50
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00
Remove Ph/Data Wire,Cust Installed	4	N	\$52.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
Wall Repair, Ext Wood Panel	1	N	\$119.00
			\$4,840.10

Classroom, 24x40 DSA (Item1002) (Bldg ID # 30805 / E-code 68770,68771)

Rent 05/22/2011 to 06/20/2011		N	\$610.00
Misc,Cleaning Charge	2	N	\$250.00
Prepare Equipment For Removal (B5)	1	N	\$1,980.00
Remove Ph/Data Wire,Cust Installed	4	N	\$52.00
Return Haulage Lowboy 12 wide	2	N	\$1,184.00
Return Haulage Permit 12 wide Lowboy	2	N	\$156.00
Return Haulage Pilot 12 wide Lowboy	2	N	\$457.60
Wall Repair, Ext Wood Panel	1	N	\$119.00
			\$4,808.60

Sub Total: \$44,056.90
Taxes: \$0.00

Additional Labor, Rolling On Removal 6 N \$540.00

Sub Total: \$540.00
Taxes: \$0.00

Total: \$44,596.90
Total Taxes: \$0.00

Remit Total: \$44,596.90

Special Notes

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS OF MCGRATH RENTCORP / OR MOBILE MODULAR MANAGEMENT CORP.

FOR PROPER CREDIT - Please detach and return with payment to the remit to address above

REMITTANCE COPY for Oakland USD

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



Account: 2739
 Invoice: 10091199
 Contract: 210000477
 Invoice Date: 07/15/2011
Remit Total: \$44,596.90

Thank you for doing business with Mobile Modular. We appreciate your business.

LEGISLATIVE FILE

File ID No. 09-1318
Introduction Date 5-5-09
Enactment No. _____
Enactment Date _____
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the State Administrator
May 13, 2009

To: Board of Education
From: Roberta Mayor, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services
Subject: Lease Agreement - Mobile Modular Management Corporation - Oakland High School Modernization Project

ACTION REQUESTED

Approval by Board of Education of a Lease Agreement with Mobile Modular Management Corporation for lease of real property at Oakland Unified School District for Oakland High School in an amount not to exceed \$6,344.00 per month. The lease term shall be for the period not to exceed eighteen (18) months and will commence on May 18, 2009 and conclude on November 18, 2010.

BACKGROUND

Oakland Senior High School was originally constructed in 1928. Most of the original structures were removed in 1972 when a large new school building was built in the center of the site. Currently the existing portables are dated and require demolition and removal. The existing classroom count will remain, and the Modernization design team, in consultation with district staff, will best determine whether to reconfigure existing structures and replace the portable classroom units, or build a separate structure for classroom use.

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 is to provide portable units for Interim Housing, as required, for an Eighteen (18) Month Lease Term. This Lease will include cabinetry, blinds, white-boards, pin-boards and accessibility ramps for each unit.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education of a Lease Agreement with Mobile Modular Management Corporation for lease of real property at Oakland Unified School District for Oakland High School in an amount not to exceed \$6,344.00 per month. The lease term shall be for the period not to exceed Eighteen Months and will commence on May 18, 2009 and conclude on November 18, 2010.

Key code: 3049901810-6278

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 20th day of March, 2009 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
Lease # 210000477.1

Oakland High School Modernization Project
At
Oakland High School School
Oakland, CA 94610

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 nine 24'X40' portable classrooms at Oakland High School and for the duration of eighteen (18) months including the leasing of nine (9) portable classroom buildings to be occupied as interim classrooms.
- 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 Housing Code.

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by HKIT Architects, 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.

OAKLAND UNIFIED SCHOOL DISTRICT
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551

PLANNING DEPARTMENT
MANAGEMENT
OAKLAND UNIFIED SCHOOL DISTRICT

Article III. Performance of Work

3.1 Work shall commence immediately upon Mobile Modular Management Corporations acceptance and receipt of this Agreement from District. Any delay in Mobile Modular Management Corporations 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 Corporations 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 one (1). Lease Agreement Duration: commencing May 18, 2009 and ending on November 8, 2010.

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 (\$183,904.00) one hundred and eighty-three thousand, nine hundred four dollars and no cents.

Lease amount for nine 24'x40' modular buildings	\$183,904.00
One-time delivery, block/level, skirting, return, dismantle and cleaning fees	Included
Total:	\$183,904.00

5.2. The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT'S use. In compensation for said use, LESSOR shall be due the Lease Agreement sum identified in section 5.1 of this Lease Agreement and, from the date of the execution of this Lease Agreement, said compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of the first month, and said rent shall be the sum of six hundred ten dollars and no cents (\$610.00.) for seven portables and (\$1,037.00) for two

portables or a pro-ration 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 Oakland High School School will be from May 18, 2009 and ending on November 8, 2010. Project Schedule for the portables where the site plans have been completed and delivered to Mobile Modular Management Corporation 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 Management Corporation the duration of the Lease Term will begin upon delivery of the site plans to Mobile Modular Management Corporation and installation of the portable at the DISTRICT site by Mobile Modular Management Corporation. 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 (18) months without the authorization of the DISTRICT Board of Education. DISTRICT's written notification of termination of the month-to-month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at Oakland High School 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 (\$183,904.00) one hundred and eighty-three thousand, nine hundred four dollars and no cents, which sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Oakland High School and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work

listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

Article VIII. Lease Agreement Documents

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

Article IX. District Approval of Work

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

Article X. Prevailing Wages

- 10.1 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 Modular Management Corporation 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 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 reasonable period as the Mobile Modular Management Corporation may authorize in 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.

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 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.

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 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 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 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 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 al reasonable 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, subleseees, or subcontractors or attendees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of DISTRICT or its' employees, officers, agents, subcontractors, or attendees; DISTRICT shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against Mobile Modular Management Corporation 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 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 because of race, religion, color, sex, disability, sexual orientation or national origin.

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 non-hazardous chemicals or substances arising out of the operations of Mobile Modular Management Corporation or any of its 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 for liability arising out of the operations of Mobile Modular Management Corporation 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 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. If at Mobile Modular Management Corporation's office, then during normal business hour, Monday-Friday, 8:00 am thru 5:00 pm.

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, Luigi Tinonga 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
Director of Facilities Planning and Management
955 High 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 94511
Tel: (925) 606-9000
Fax: (925) 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 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 pertaining to the construction of the modular buildings 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 Division 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 Division 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.

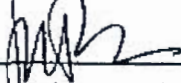
SEVERABILITY. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid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

Dated: 4/2/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Alice Spearman, President, Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: 
Timothy White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form;


Cate Boskoff, Facilities Counsel

Dated: 4-19-07


LESSOR: Mobile Modular Management Corporation
School: Oakland High School/School
Funding: General Obligation Bond-Measure B

END OF DOCUMENT



Board Office Use: Legislative File Info.	
File ID Number	10-0930
Committee	Facilities
Introduction Date	5-18-2010
Enactment Number	10-0852
Enactment Date	5-26-10 JS

Memo

To Board of Education 

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

Board Meeting Date 5-26-2010

Subject Amendment No. 1 - Mobile Modular Management Corporation - Oakland High School Modernization Project

Action Requested Amendment No. 1 to Agreement for Professional Services with Mobile Modular Management Corporation for additional Modular Services for the Oakland High School Modernization Project in an additional amount not to exceed \$509.70, increasing previous contract amount from \$183,904.00 to a not to exceed amount of \$184,413.70

Background In order to accommodate the safety concerns and to provide for better control and identification of persons wishing to access the Portable Units for Interim Housing: these Peepholes will be Supplied and Installed, as required, by Mobile Modular - the Portable Unit Leasor.

Local Business Participation Percentage 0.00%

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

Amendment No. 1 to Agreement for Professional Services with Mobile Modular Management Corporation for additional Modular Services for the Oakland High School Modernization Project in an additional amount not to exceed \$509.70, increasing previous contract amount from \$183,904.00 to a not to exceed amount of \$184,413.70

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Mobile Modular Management Corporation. OUSD entered into an Agreement with CONTRACTOR for services on May 18, 2009, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to Supply and Install Peepholes for the Portable Units for Interim Housing, as required.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional 12 months, and the amended expiration date is November 18, 2010.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Increase of <u>\$509.70</u> to original contract amount</p> <p style="margin-left: 20px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is One hundred eighty-four thousand, four hundred thirteen dollars and seventy cents (\$184,413.70)</p>		

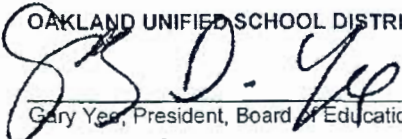
4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

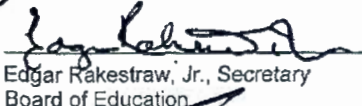
5. Amendment History:
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:


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

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


OAKLAND UNIFIED SCHOOL DISTRICT


 Gary Yee, President, Board of Education Date 5/27/10


 Edgar Rakestraw, Jr., Secretary
 Board of Education Date 5/27/10


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management Date _____

CONTRACTOR


 Contractor Signature Date 4/28/10

Kristen Erickson,
 Print Name, Title Operations Manager



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

Change Order 1
 Contract: 210000477.1
Contract Term: 18 Months
 Date Printed: 03/02/2010
 Start Rent Date: Jul 31, 2009

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 955 High St Oakland, CA 94601	Site Information: Oakland USD 1023 MacArthur Blvd. Oakland, CA 94610 Customer PO/Reference: Oakland High project.2009 Exp.: By:	Questions? Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Phone: (925) 606-9000 Fax: (925) 453-3201

Product Information

Product Information			
Classroom, 24x40 DSA (Item1001)			
Sib: Install 11 peep holes (1 per door)	1	\$509.70	\$509.70

- * 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: _____

Luigi Tinonga

From: Dana Hanson [dana.hanson@mobilemodularrents.com]
Sent: Tuesday, March 02, 2010 12:15 PM
To: Luigi Tinonga
Cc: Alicia Romero; Jamie Ramos; Susie Berkley; Danielle Heller
Subject: RE: RESP. Fr Luigi T - RE: Peepholes for Portable Doors
Attachments: FAX201003021313.PDF

Hi Luigi,

Attached is a change order for the installation of the 11 peep holes (One-Way Wide Angle Viewer, 190 degree viewing, to be installed at approximately 60" AFF).

Once we have your signed/approved change order back, we will order the material and schedule for the installation as soon as possible.

Thank you,

Dana Hanson
Education Sales Specialist/Project Manager
925.606.9000 Corporate Office
925.453.3124 Direct Line
925.453.3201 Fax
5700 Las Positas Road
Livermore, CA 94551



Your Project - Our Commitment

www.MobileModularRents.com

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Cc: Alicia Romero; Jamie Ramos; Susie Berkley
Subject: RE: RESP. Fr Luigi T - RE: Peepholes for Portable Doors
Importance: High

Dana,

My idea about having the School Site fund your supplying and installing the peepholes @ OHS, did not "pan-out."

I will need to write an *Amendment* to your Contract, for *MOB MOD* to supply and install the peepholes:

- Is your \$509.70 cost All-Inclusive?

...Let me know, ASAP.

- Please, provide a *Formal Proposal* via e-mail for this Scope.

3/4/2010

Thank you, for your consideration.

Sincerely,

Luigi A. Tinonga

Project Manager

Facilities Planning and Management Department

Oakland Unified School District

955 High Street

Oakland, CA 94601

510-325-0934 (cell)

510-879-1860 (fax)

luigi.tinonga@ousd.k12.ca.us

"...Happy to be of service - - - *Tante Cose!*"

{"ALL the Best!"}

From: Dana Hanson [mailto:dana.hanson@mobilemodularrents.com]

Sent: Tuesday, February 16, 2010 11:18 AM

To: Luigi Tinonga

Subject: RE: RESP. Fr Luigi T - RE: Peephole for Portable Doors

Hi Luigi,

The estimate @ \$509.70 to install a wide angle peep hole into the 11 doors at the Oakland High campus. The lead time would be about a week to get this into the schedule.

If you would like to proceed, let me know and I will forward over a change order. I don't think it should be a problem if you would like us to invoice this manually to another source.

Thank you,

Dana

From: Luigi Tinonga [mailto:Luigi.Tinonga@ousd.k12.ca.us]

Sent: Wednesday, February 10, 2010 4:28 PM

To: Dana Hanson

Subject: RESP. Fr Luigi T - RE: Peephole for Portable Doors

Importance: High

Dana,

...I understand; Thank you, for "Following-Up" on this Issue.

**Being that we have an Existing Lease Contract with you for OHS;
any additional cost would be an Amendment to your Contract.
This would involve OUSD Contract Administration, and an Approval
by our District Board of Education, which is a month, more or less
of Processing Time.**

3/4/2010

- **Would you *Take Exception*, if Oakland High, possibly would be able to pay *Mobile Modular* from their Discretionary Funds; for you to supply and install the peepholes?**
- **What would you need from Oakland High; in order to do this?**

{...Just tryin' to find a way to EXPEDITE this Installation.}

"...Anywhooo," - Thanks, again and I'll look for a Proposal from you for this scope; and will explore the possibility of OHS paying for this with the Site Principal, tomorrow.

Thank you.

Sincerely,

Luigi A. Tinonga

Project Manager

Facilities Planning and Management Department

Oakland Unified School District

955 High Street

Oakland, CA 94601

510-325-0934 (cell)

510-879-1860 (fax)

luigi.tinonga@ousd.k12.ca.us

"...Happy to be of service - - - *Tante Cose!*"

{"ALL the Best! }

From: Dana Hanson [mailto:dana.hanson@mobilemodularrents.com]

Sent: Wednesday, February 10, 2010 3:40 PM

To: Luigi Tinonga

Subject: Peephole for Portable Doors

Hi Luigi,

I have spoken with my manager regarding your request for the installation of peepholes in our doors at the Oakland High School campus. She explained to me that, although we would not be able to offer this item and the installation for free, we would be happy to offer this service at a reduced rate. We are currently looking into the cost of the peephole itself as well as the man hours required to make the alteration on site.

We hope to have an estimate to you by Friday.

Thank you,

Dana Hanson

Mobile Modular

925.453.3124 direct

925.453.3201 fax

3/4/2010



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

Change Order 1
 Contract: 210000477.1
 Contract Term: **18 Months**
 Date Printed: 03/02/2010
 Start Rent Date: Jul 31, 2009

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 955 High St Oakland, CA 94601	Site Information: Oakland USD 1023 MacArthur Blvd. Oakland, CA 94610 Customer PO/Reference: Oakland High project.2009 Exp.: By:	Questions? Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Phone: (925) 606-9000 Fax: (925) 453-3201

Product Information

Item Description	Qty	Unit Price	Total Price
Classroom, 24x40 DSA (Item1001)			
Site Install 11 peep holes (1 per door)	1	\$509.70	\$509.70

- * 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: _____

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

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 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

COVENANTS
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	GENERAL LIABILITY <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 <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 GARAGE LIABILITY <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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	LQ1 B71207834029	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
D	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	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 #210000477, Oakland High School Modernization Project, 1023 MacArthur Blvd., Oakland. Oakland USD and its directors, officers, employees and agents are included as Additional insureds per attached endorsements. General Liability Primary wording applies per attached endorsement. General Liability Waiver of Subrogation applies per attached endorsement.

CERTIFICATE HOLDER

Oakland USD
Attn: Luigi Tinonga
955 High Street
Oakland, CA 94601

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

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.



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 #210000477, Oakland High School Modernization Project, 1023 MacArthur Blvd., Oakland, Oakland USD and its directors, officers, employees and agents are included as Additional Insureds per attached endorsements. General Liability Primary wording applies per attached endorsement. General Liability Waiver of Subrogation applies per attached endorsement.

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

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

4/29/2010



ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

4/29/2010



ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/30/2010
 Policy No.: 4/30/2011 DGLLA207149047

Insured: McGrath Rentcorp
 Mobile Modular Management

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

SCHEDULE

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

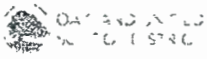
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

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

CGL 1025 0103



PROFESSIONAL SERVICES AMENDMENT ROUTING FORM

AMENDMENT NO.: 1

Project Information

Project Name	Oakland High School Modernization Project	Site	Oakland High School
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Basic Directions

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

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

Contractor Name	Mobile Modular Management Corporation	Agency's Contact	Dan Hanson			
OUSD Vendor ID #	V050767	Title	Project Manager			
Street Address	5700 Las Positas Road	City	Livermore	State	CA	Zip 94551
Telephone	925-606-9000	Policy Expires	4-30-2011			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	05016					

Compensation and Terms – Must be within the OUSD Billing Guidelines

Date work will begin	5-18-2009	Date work will end	11-18-2010	Total Contract Amount	\$184,413.70
				If, Amendment, Changed Amount	\$ 509.70

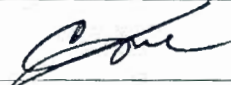
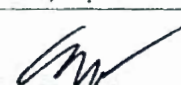

Budget Information

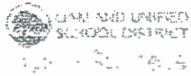
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Requisition Number			Total Contract Amount	\$	
Resource #	Resource Name	Org Key	Object Code	Amount	
2122	GO Bond-Measure B	3049901810	6278	\$509.70	
				\$	
				\$	
				\$	

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	Fax
1.	Capital Program Contract & Accounting Manager		
	Signature 	Date Approved	5-4-10
2.	General Counsel, Department of Facilities Planning and Management		
	Signature 	Date Approved	5-3-10
3.	Assistant Superintendent, Facilities Planning and Management		
	Signature 	Date Approved	
4.	President, Board of Education		
	Signature	Date Approved	



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Oakland High School Modernization	Site	Oakland High 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	Dana Hanson				
OUSD Vendor ID #	V050767	Title	Project Manager				
Street Address	5700 Las Positas Road	City	Livermore	State	CA	Zip	94550
Telephone	925-606-9000	Policy Expires	4-30-2011				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	05016						

Term			
Date Work Will Begin	5-19-2009	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 233,304.84
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 48,891.14
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>				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	3049901812	5620	\$ 48,891.14
				\$

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	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	9-28-11	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	9.29.11	
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature			Date Approved		
	President, Board of Education					
4.	Signature			Date Approved		