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File ID Number	12-1288
Committee	Facilities
Introduction Date	5-23-2012
Enactment Number	12-1422
Enactment Date	5-23-12 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date May 23, 2012

Subject Purchase and Delivery Contract - Mobile Modular- Piedmont Portable Installation for Library and Science Room Project

Action Requested Approval by the Board of Education of an Purchase and Delivery Contract with Mobile Modular for Portable Classroom on behalf of the District at Piedmont Portable Installation for Library & Science Room Project, in an amount not-to exceed \$70,616.04. The term of this Agreement shall commence on May 23, 2012 and shall conclude no later than October 1, 2012.

Background The City of Oakland is going to modify the existing Science room portable, the City is going to use the portable for a Public Library. We are in the design phase of this process, these modifications will start this summer and hopefully be completed in late fall. The District is installing the new portable Science room and both will be completed by this summer.

Local Business Participation Percentage 0.00% (Sole Provider)

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 an Purchase and Delivery Contract with Mobile Modular for Portable Classroom on behalf of the District at Piedmont Portable Installation for Library & Science Room Project, in an amount not-to exceed \$70,616.04. The term of this Agreement shall commence on May 23, 2012 and shall conclude no later than October 1, 2012.

Fiscal Impact

Measure B

Attachments

- Independent Consultant Agreement including scope of work

CONTRACT FOR PURCHASE OF
ONE (1) MODULAR CLASSROOMS BUILDINGS
BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT AND
MOBILE MODULAR IN AN AMOUNT NOT TO EXCEED \$70,616.04
FOR PIEDMONT PORTABLE INSTALLATION FOR LIBRARY AND SCIENCE
ROOM
CONTRACT NUMBER: 210009176.1

THIS AGREEMENT is made as of the 19th of April, 2012 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Mobile Modular, 5700 Las Positas Road, Livermore, CA 94551 Mobile Modular** ("VENDOR") at Piedmont Portable Installation for Library and Science Room Site.

WHEREAS, the DISTRICT desires to engage VENDOR to furnish the materials and supplies identified in Section 1, Scope of Work, below; and

WHEREAS, VENDOR desires to furnish such materials and supplies and has represented that it possesses the necessary license(s), permit(s) skill and experience to do so.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK:

- 1.1 Purchase of one (1) 24' x 40' Division of State Architect approved modular classroom building

2. SCHEDULE AND TIME OF COMPLETION:

- 2.1 The term of Agreement shall commence May 9, 2012 and shall terminate on October 1, 2012.

3. CONTRACT PRICE:

- 3.1 VENDOR agrees to perform all of the work included in Section 1 for a total sum of Seventy thousand, six hundred sixteen dollars and four cents which sum shall include all labor, materials, taxes, profit, overhead, insurance, third-party vendor costs and all other costs and expenses incurred by VENDOR in performance of this Agreement.

4. MANNER OF PAYMENT:

- 4.1 Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services and the Director of Facilities. VENDOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered.

5. USE OF THIRD-PARTY VENDORS:

- 5.1 VENDOR shall not subcontract any work to be provided by it under this Agreement without the prior written approval of DISTRICT. VENDOR shall be solely responsible for reimbursing any third-party vendors and the DISTRICT shall have no obligation to them.

6. CHANGES BY THE DISTRICT:

- 6.1 In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the VENDOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the VENDOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.
- 6.2 VENDOR shall provide to DISTRICT a written proposal to perform any changes requested by DISTRICT, which proposal shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.
- 6.3 In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the VENDOR shall if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the VENDOR the amount which the DISTRICT and the VENDOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the VENDOR.
- 6.4 In the event that VENDOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, VENDOR shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation.
- 6.5 It is understood, however, that the amount of work, material or equipment required to be furnished by the VENDOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

7. CHANGES BY THE VENDOR:

- 7.1 If the VENDOR, on account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applied to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

8. DISTRICT APPROVAL OF WORK:

- 8.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise VENDOR'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 specifications or contract documents, if any.

9. PREVAILING WAGES:

- 9.1 If the work to be performed under this Agreement is a public work of improvement, the VENDOR shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the VENDOR shall forfeit as a penalty to the DISTRICT \$25 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any third-party vendor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty

and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar date or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by VENDOR.

- 9.2 Pursuant to the provisions of Section 1773 of the Labor Code, the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the DISTRICT Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

10. INSPECTION OF WORK / DEFECTIVE OR DAMAGED WORK:

- 10.1 DISTRICT shall inspect the materials, equipment and work provided by VENDOR within ten (10) working days of delivery and inform VENDOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the VENDOR hereunder without additional cost to the DISTRICT. VENDOR shall not be responsible for vandalism or damage caused while the Portable is in DISTRICT's possession.
- 10.2 VENDOR shall commence repair or replacement of any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. In the event of an emergency, which threatens life, safety or public health, DISTRICT shall take immediate corrective action and then notify VENDOR of the work required for abatement of the emergency. If VENDOR fails to comply promptly with any order of the 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 the VENDOR, have the authority to perform the repair, replacement or correction of such work and deduct the cost therefrom from any compensation due or to become due to the VENDOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in the Agreement.

11. WARRANTY:

VENDOR hereby warrants that the goods and / or services covered by this contract free from defects.

- 11.1 VENDOR warrants the goods and/or services covered by this contract to be free of defects in materials and workmanship for a period of one year from the date of substantial completion of the contract, and VENDOR shall pass on all manufacturers' component warranties that may be available. DISTRICT's sole and exclusive remedy under this provision shall be VENDOR's repair or at VENDOR's option, replacement (one of these two options is required of VENDOR within the first year of purchase) of the equipment or rework of the services as applicable, with all such rework to be performed by VENDOR or its designated third-party vendor. Except as stated in this provision, VENDOR warrants that the equipment shall meet the applicable requirements of the Field Act and other applicable statutes.
- 11.2 Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on VENDOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at VENDOR'S risk and returned to VENDOR at VENDOR'S expense. Defects are not waived by acceptance of goods or by failure to notify VENDOR thereof.
- 11.3 This warranty shall be effective for a period of no less than one year from the date of delivery and installation of the purchased and shall survive termination of this Agreement.

12. WARRANTY OF TITLE:

12.1 VENDOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when accepted by the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

13. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

13.1 The DISTRICT may terminate the Contract at any time by giving the VENDOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to VENDOR its allowable costs incurred to date of termination and those costs deemed necessary by VENDOR to effect termination.

13.2 In the event that the VENDOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may demand that VENDOR immediately cease work on the project and require that VENDOR or its surety pay to DISTRICT the cost to complete the work with DISTRICT'S own forces or a VENDOR selected by DISTRICT; or immediately terminate the Contract and pay the VENDOR only its allowable costs to date of the termination. VENDOR and its surety shall be responsible for all costs resulting from or arising out of VENDOR'S default of its obligations under this contract.

14. FAILURE TO COMPLETE CONTRACT – EFFECT:

14.1 In case of failure on the part of the VENDOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the VENDOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by reletting or otherwise, and the VENDOR and his bondsmen shall be liable to the DISTRICT for loss or damage which it may suffer on account of the VENDOR'S failure to complete his contract.

15. DAMAGES:

15.1 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 VENDOR or any agent or person employed by him shall be sustained by the VENDOR. Notwithstanding the foregoing, VENDOR will not be responsible nor accept any and all claims and demands for loss of profits or other incidental, consequential and/or punitive damages arising out of or in connection with this Agreement.

16. LIQUIDATED DAMAGES:

16.1 It is agreed by the parties to the Contract that time is of the essence and in the event of delay in the completion of the work, or the delivery of the supplies, material or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay, and that it is therefore agreed that the District shall be paid the amount of \$0.00 per day as liquidated damages.

16.2 If no amount is set forth above, VENDOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the VENDOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

17. EFFECT OF EXTENSIONS OF TIME:

17.1 Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to VENDOR or the surety on VENDOR's faithful performance bond from said guarantee.

18. PERFORMANCE BOND:

18.1 As a condition of award of the agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a performance bond in the amount of \$0.00 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 Contract. 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 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 the taxes on such property so assessed are not delinquent.

19. PAYMENT BOND:

19.1 As a condition of award of this agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a payment bond in the amount of \$0.00 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 Contract. 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 a County within the State of California, 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.

20. INDEMNIFICATION:

20.1 The VENDOR 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 the Agreement by the VENDOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the VENDOR or its employees; and the VENDOR shall, at its expense pay all charges

of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the DISTRICT its directors, officers, employees and / or agents in any such action, the VENDOR shall at his expense satisfy and discharge the same. This provision shall survive termination of this Agreement.

Subject to attached addendum

21. INFRINGEMENT OF PATENTS:

21.1 The VENDOR 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 the VENDOR prompt notice in writing of the institution of the suit or proceedings and permits the VENDOR through his counsel to defend the same and gives the VENDOR information, assistance and authority to enable the VENDOR to do so. SUBJECT TO ATTACHED ADDENDUM

22. ASSIGNMENT AND DELEGATION:

22.1 The VENDOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

23. EQUAL EMPLOYMENT OPPORTUNITY:

23.1 In connection with the performance of the Agreement, the VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

24. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

24.1 VENDOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The VENDOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

25. HAZARDOUS CHEMICALS AND WASTES:

25.1 The VENDOR shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances arising out of the operations of VENDOR or any third-party vendors during the course of performance of this Contract. The VENDOR shall immediately report any such release to the DISTRICT Project Manager. The VENDOR 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.

26. INSURANCE: SUBJECT TO ATTACHED ADDENDUM.

26.1 Workers' Compensation.

26.1.1 If VENDOR employs any person to perform work in connection with this Contract, VENDOR 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.

26.1.2 Prior to commencement of work under this Contract by any such employee, VENDOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) day advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

26.2 Bodily Injury, Death and Property Damage Liability Insurance.

26.2.1 VENDOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering VENDOR and DISTRICT for liability arising out of the operations of VENDOR and any third party vendors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of VENDOR in the performance of work under this Contract. The policy (ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR'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.

26.2.2 Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR 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.

26.2.3 Prior to commencement of work hereunder, VENDOR 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) day advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

26.3 Self-Insurance:

26.3.1 VENDOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, VENDOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

27. AUDIT AND INSPECTION OF RECORDS:

27.1 During the term of this Agreement, VENDOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

28. DISTRICT REPRESENTATIVE:

28.1 Except when approval or other action is required to be given or taken by «District_Signor» of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

29. NOTICES:

29.1 All communications relating to the day-to-day activities of the project shall be exchanged between the DISTRICT'S Project Manager Tadashi Nakadegawa and the VENDOR'S Dana Hanson. All other notices and communications deemed by either party to be necessary or desirable to be give 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:

To DISTRICT: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Facilities Department
955 High Street
Oakland, California 94601

To VENDOR: Dana Hanson
Mobile Modular
5700 Las Positas Road
Livermore, CA 94551

29.2 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.

30. DISTRICT'S RESPONSIBILITIES

30.1 DISTRICT shall be solely responsible for compliance with applicable building codes, for obtaining any type of building permits and licenses that may e required in the project, and for payment of state and local taxes which may be applicable to the sale covered by this Agreement. As noted above, VENDOR certifies that equipment shall meet the requirements of the Education Code of the State of California.

30.2 DISTRICT shall provide and maintain a roadway to each building site so that trucks can drive alongside the building site; provide suitably leveled and compacted area at the building site for the support of crane operation in installation of the equipment, furnish power for VENDOR's machine tools during the course of installation and furnish reasonably necessary utility services required by VENDOR in the performance of the contract at the job site.

31. AUTHORIZATION OF SIGNATORIES

Each individual and entity executing this Contract hereby represents and warrants that he, or she or it has the capacity set forth on the signature page hereof with full power and authority to bind the parties on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

32. ATTORNEYS' FEES:

32.1 If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

33. APPLICABLE LAW:

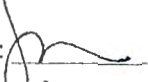
33.1 This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California. Any dispute regarding the Contract shall be adjudicated or mediation occurs, mediated in the County of Alameda, State of California.

34. BINDING ON SUCCESSORS:

34.1 All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

VENDOR:

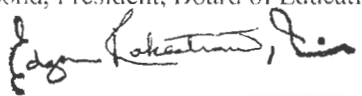
By:  Kristen Erickson
Its: Operations Manager

Dated: 5/8/12

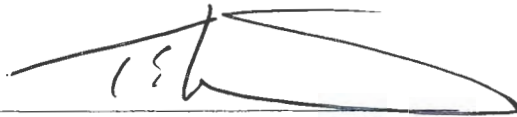
OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Jody Lond, President, Board of Education

Dated: 5/24/12

By: 
Edgar Rakestraw, Jr., Board Secretary

Dated: 5/24/12

By: 
Timothy E. White, Associate Superintendent
Division of Facilities, Planning and Management
Buildings and Grounds and Custodial Services

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 5.11.12

File ID Number: 12-1233
Introduction Date: 5-23-12
Enactment Number: 12-1422
Enactment Date: 5-23-12
By: AD



**Addendum to Contract and/or Terms and Conditions between
Mobile Modular Management Corporation (“Seller”)
and Oakland Unified School District. (“Buyer”)
Contract for Purchase
Contract Number: 210009176**

A. ENTIRE AGREEMENT: This Addendum will be included in its entirety in the Contract and/or Terms and Conditions referenced above.

B. WAIVER AND INDEMNIFICATION: Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the modular classrooms (“Equipment”) and (ii) injuries to Buyer, Buyer’s agents and third persons. Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with this Contract, including all damages, liabilities, losses, costs and expenses. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law. In no event shall either party be liable for the other party’s negligence or willful misconduct.

C. INSURANCE: Buyer shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value. This coverage will extend to all property of Seller located at the delivery site during the installation. Further, until title to the Equipment has transferred to Buyer (Title to the Equipment shall not pass to Buyer before the entire purchase price has been paid to Seller. Upon Seller’s receipt of payment in full of the purchase price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller), Buyer will name Seller as loss payee of the proceeds. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for public liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company satisfactory to Seller and insurance carrier is licensed to do business in the state where the Equipment is being sold, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance policies, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Sale Agreement. Buyer’s obligation to provide said insurance will cease once title to the Equipment has transferred to Buyer as described herein.

Initial JA (Seller) / Initial _____ (Buyer)

ARM 05-08-2012
MGRC-Legal
APPROVED



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

Sale Agreement
 Contract: 210009176.1
 Date Printed: 03/16/2012

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 955 High Street Oakland, CA 94601 Rocky Borton rock.borton@ousd.k12.ca.us 510.333.2262	Site Information: Piedmont Avenue Elementary School 4314 Piedmont Ave Piedmont, CA 94611 Rock Borton 510.333.2262 Customer PO/Reference: Piedmont Elem. Exp: // By:	Questions? Please Contact: Dana Hanson Dana.Hanson@MobileModularRents.com Direct Phone: (925) 453-3124 All other inquiries: (925) 606-9000

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior. Used, stockpile 24x40 DSA classroom. MFD 2002.</i>	1	\$63,560.00	\$63,560.00	Y

Charges Upon Delivery:				
	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA (Item1001) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$3,250.00	\$3,250.00	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, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	32	\$12.00	\$384.00	Y
			\$4,818.00	
			Tax:	\$2,238.04
			Total Sales Price Including Tax:	\$70,616.04

Special Notes

Used Sale: 24x40' DSA classroom MFG. date 2002. Price based on proposed floor plan sent/dated 3.15.12 includes @ 54' lf of upper cab, 62 lf base cab with mix of doors and open shelving, standard plastic lam counter tops, one (1) classroom sink at teacher station, (12) standard duplex receptacles and (1) GFCI at teacher station. Security screens at windows and bar on door, standard ADA factory ramp, skirting and wood foundation for level site. VCT flooring included. Standard MMMC paint and wall panel finishes. Used building sale: Quotation is for a used modular building sold in ?as is? condition. Unless stated otherwise, MMMC will perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery.

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

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer



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

Sale Agreement

Contract: 210009176.1
Date Printed: 03/16/2012

acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.

- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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

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

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

<p>SELLER: Mobile Modular Management Corporation</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>BUYER: Oakland USD</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
--	---

ATTACHMENT A

SALE AGREEMENT TERMS AND CONDITIONS

1. SALE. Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on each Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement, and the sale provisions on the Seller's website at (<http://www.MobileModularRents.com/ContractTerms>) (the "**Incorporated Provisions**"), to the extent incorporated by reference into such Sale Agreement, together with these Sale Agreement Terms and Conditions, to the extent incorporated by reference into such Sale Agreement, shall constitute a separate and independent sale agreement (a "**Sale Agreement**") of the Equipment listed in such Agreement under "Product Information".

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth on the Sale Agreement. Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price on the date hereof; sixty five percent (65%) two days before the Equipment is scheduled to be delivered to the Site; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment. If any payment under the Sale Agreement is not made on the date when due and payable (including without limitation pursuant to this Section or as indicated on the Sale Agreement), Buyer shall pay Seller interest, at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted by applicable law), on the amount of such overdue payment, until received.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. TIME AND PLACE OF DELIVERY. Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "**Site**"). Tires used to deliver the Equipment will be removed and returned to Seller. Buyer warrants that the Site will have: safe access free from encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 1500 psf. Following delivery, Seller will remove all Seller-owned equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, pilot cars, and Site preparation.

4. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between



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Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Sale Agreement and has been accepted by Buyer.

5. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Sale Agreement the serial number and other identification data relating to the Equipment when ascertained by Seller.

6. INSURANCE. Buyer shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value. This coverage will extend to all property of Seller located at the delivery site during the installation. Further, until title to the Equipment has transferred to Buyer pursuant to Section 2(b), Buyer will name Seller as loss payee of the proceeds. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for public liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company satisfactory to Seller and insurance carrier is licensed to do business in the state where the Equipment is being sold, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance policies, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Sale Agreement. Buyer's obligation to provide said insurance will cease once title to the Equipment has transferred to Buyer pursuant to Section 4.

7. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

8. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Sale Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Sale Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Sale Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Sale Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

9. GOVERNING LAW. Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

10. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Sale Agreement, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Sale Agreement. Further, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

11. SELLER'S EXPENSES Buyer shall pay Seller all costs and expenses, including attorney fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Sale Agreement.

12. LICENSE AND TRANSFER FEE(S). If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees.

13. MISCELLANEOUS.

(a) **BUYER SOLVENCY.** Buyer hereby represents and warrants that the fair value of the assets of Buyer exceed its liabilities; Buyer is able to pay its debts and liabilities as they become due; and Buyer does not have an unreasonably small amount of capital with which to conduct the business in which it is engaged, as such business is now conducted and is proposed to be conducted.



Mobile Modular Management Corporation
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Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
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<p align="center">Sale Agreement</p> <p>Contract: 210009176.1 Date Printed: 03/16/2012</p>

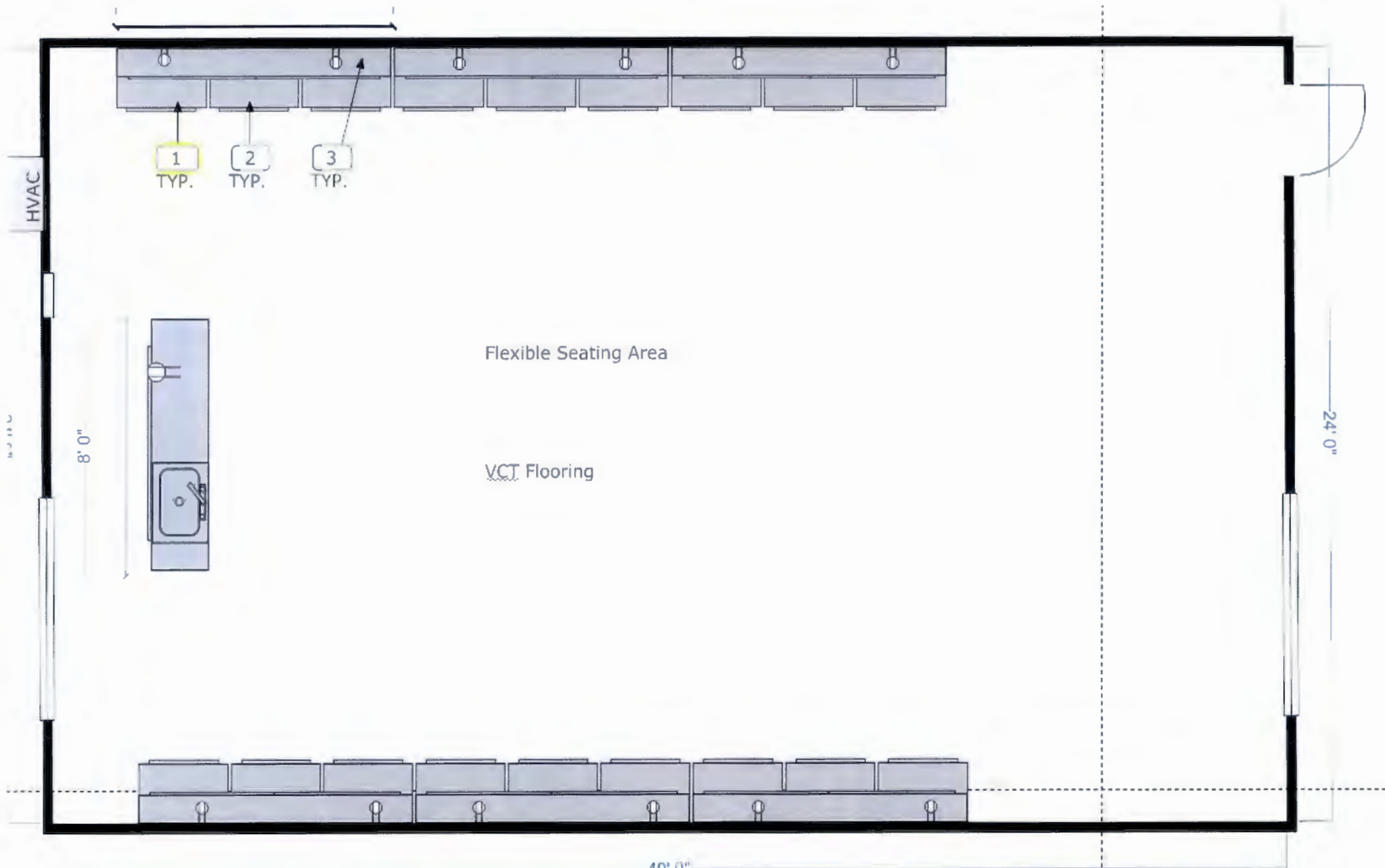
(b) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. No amendment, supplement or modification to the terms of the Sale Agreement shall be valid unless made in a writing signed by both parties hereto, and no waiver of any provision of the Sale Agreement shall be valid unless made in a writing signed by the waiving party. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(c) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Sale Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Sale Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates.

(d) If the law of the State of North Carolina shall apply to the Sale Agreement, the Sale Agreement does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

14. ENTIRE AGREEMENT. The Sale Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Sale Agreement will be eliminated.

Sale Terms and Conditions, Rev. 10/1/08



1. WIC grade base cab
item #102 (2 door
with one adj. shelf per side)
36" w x 30" h x 24" d

2. WIC grade base cab
item # 110 (no door, one
adj. shelf per side)
36" w x 30" h x 24" d

3. WIC grade, standard upper cab
36" w x 30" h x 12" deep.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2012

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 12892792 **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 ITR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-ECT <input checked="" type="checkbox"/> LOC		Ded \$10,000	4/30/2012	4/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	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		MAG0037370	4/30/2012	4/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EXCLA2078344	4/30/2012	4/30/2013	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		4087024146	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISABILITY BENEFIT \$ _____ E.L. DISABILITY BENEFIT \$ _____

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

RE: Lease #210002844 Location: Havens Court/Coliseum Prep 1390 66th Street, Oakland, CA 94621
 Oakland Unified School District is included as Additional Insured per the attached endorsement.

With Respects to the operation of the named insured

CERTIFICATE HOLDER Oakland USD 920 53rd Street Oakland CA 94608	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR EXPIRE, THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Melonie Cina

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: MCGRAREN1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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 (0010)

CERTIFICATE HOLDER: Oakland USD

ADDRESS: 920 53rd Street Oakland CA 94606

Named Insured Continued:

TRS Environmental
Mobile Modular Portable Storage

ACORD 101 (2008/01)

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ATTACHMENT

4/19/2012

ENDORSEMENT #

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

Policy No. issued to McGrath RentCorp DBA: Mobile Modular Management Corporation
 10000602506
 by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

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

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Oakland USD		
	920 53rd Street	
	Oakland CA 94608	

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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From:

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

FAX DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

626-792-5522
626-792-6111

License # 0E83670
www.SullivanCurtisMonroe.com

From: Jessica Raya-Ellis

Subject: McGrath RentCorp, ACORD 25 (05/10) Certificate of Liability,

To:
Oakland USD
920 53rd Street
Oakland CA 94608

Date: 4/19/2012

Delivery Via: FAX 15108793673

No. of Pages: 4

This document was created by eCertsONLINE®

THIS DOCUMENT CAN BE SENT VIA E-MAIL AND FASTER DELIVERY. CONTACT THE PRODUCER AND PROVIDE YOUR E-MAIL ADDRESS so we may update our records.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2012

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

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

PRODUCER SullivanCurtisMonroe Insurance Services 251 S. Lake Ave., Suite 150 Pasadena, CA 91101 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: PHONE (A/C No, Ext): 626-792-5522 FAX (A/C No): 626-792-6111 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Liberty Surplus 10725 INSURER B : XL Specialty Insurance Company 37885 INSURER C : Liberty Insurance Underwriters 19917 INSURER D : United States Fire Insurance 21113 INSURER E : INSURER F :
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COVERAGES CERTIFICATE NUMBER: 12892795 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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GENL AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			100000602506 Ded. \$10,000	4/30/2012	4/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	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			MAG0037370	4/30/2012	4/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXCLA2078344	4/30/2012	4/30/2013	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	4087024146	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Lease# 128805, 128806, 128886, 128813, 128814, 589091, 589092, 589093, 210000858.
 Oakland USD is named as additional insured as shown on the attached endorsement.

With Respects to the operation of the named insured

CERTIFICATE HOLDER Oakland USD Attn: Rocky Borton 955 High Street Oakland CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Melonie Cina
--	--

AGENCY CUSTOMER ID: MCGRAREN1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94550	
POLICYNUMBER		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 Attn: Rocky Borton

ADDRESS: 955 High Street Oakland CA 94601-0000

Named Insured Continued:

TRS Environmental
 Mobile Modular Portable Storage

4/19/2012

ENDORSEMENT #

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

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

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Oakland USD		
Attn: Rocky Borton	955 High Street	
	Oakland CA 94601-0000	

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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From:

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

626-792-5522
626-792-6111

License # 0E83670
www.SullivanCurtisMonroe.com

To:

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

FAX DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

From: Jessica Raya-Ellis

Subject: McGrath RentCorp, ACORD 25 (05/10) Certificate of Liability,

Date: 4/19/2012

Delivery Via: FAX 15108792647

No. of Pages: 4

This document was created by eCertsONLINE.

THIS DOCUMENT CAN BE SENT VIA E-MAIL FOR FASTER DELIVERY. CONTACT THE PRODUCER AND PROVIDE YOUR E-MAIL ADDRESS so we may update our records.

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

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

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

From:

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

626-792-5522
626-792-6111

License # 0E83670
www.SullivanCurtisMonroe.com

To:

Oakland USD
Attn: Rocky Borton
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Oakland CA 94601-0000

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PURCHASE & DELIVERY CONTRACT ROUTING FORM

Project Information			
Project Name	Piedmont Portable Installation for Library and Science Room	Site	Piedmont Elementary 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	Agency's Contact	Dana Hanson				
OUSD Vendor ID #	V002756	Title	Project Manager				
Street Address	5700 Las Positas Road	City	Livermore	State	CA	Zip	94551
Telephone	925-606-9000	Policy Expires	4-30-2012				
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 #	07145						

Term			
Date Work Will Begin	5- -2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-1-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$70,616.04
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	1469901891	5620	\$70,616.04

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.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	5-11-12	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	5.11.12	
3.	Associate Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		

