

Board Office Use: Legislative File Info.	
File ID Number	19- 1432
Introduction Date	6-26-2019
Enactment Number	19-1046
Enactment Date	6/26/19 er



OAKLAND UNIFIED
SCHOOL DISTRICT

Community. Science. Thriving Students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 26, 2019

Subject Agreement for Final Payment to The Lease of Portable Buildings - Mobile Modular Management Corporation - Madison Park Academy Expansion Project

Action Requested Approval by the Board of Education of Agreement for Final Payment to The Lease of Portable Buildings between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to provide temporary classroom portables, et up, delivery and dismantle, standard ramps for (2) classrooms portables, in conjunction with the Madison Park Academy Expansion Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 27, 2019 and concluding no later than December 31, 2019, in an amount not-to exceed \$203,897.60.

Discussion Mobile Modular supplied two interim housing portable units to the Madison site pursuant to a prior lease agreement that has expired. The parties have since finalized a separate buyout agreement. During the negotiations for the now wish to memorialize the District's obligation to make extended lease payments for that period of time.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Agreement for Final Payment to The Lease of Portable Buildings between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to provide temporary classroom portables, et up, delivery and dismantle, standard ramps for (2) classrooms portables, in conjunction with the Madison Park Academy Expansion Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 27, 2019 and concluding no later than December 31, 2019, in an amount not-to exceed \$203,897.60.

Fiscal Impact Fund 21, Measure B

Attachments

- Lease Agreement from Mobile Modular
- Mobile Modular Management Cooperation Lease Agreement; Supplemental Lease Terms and Conditions; and Accounting Documentation
- Certificate of Liability Insurance



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Mobile Modular Management Corp.

Project Name: Madison Madison Park Academy Expansion **Project No.:** 13124

Contract Term: Intended Start: 6/27/2019 Intended End: 12/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$203,897.60

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Vendor on site from previous years

Summarize the services this Vendor will be providing.

Remaining PO has \$13,630.00
Outstanding Balance of Unpaid invoices: \$67,534.80
Amount required to pay off current invoices: \$53,904.80
Requested Amendment amount: \$149,992.80
Total Balance required until project completion: \$203,897.60 (\$149,992.80 + \$53,904.80)

Vendor to provide temporary classroom portables. Scope of services include set up, delivery and dismantle, standard ramps and 16-months lease of (2) temp classroom portables and (1) Restroom.

Total Balance required until project completion: \$ 203,897.60 (\$149,992.80 + \$53,904.80)

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

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

THIS AGREEMENT is made as of the **27th Day of June, 2019**, by and between Mobile Modular whose local place of business is at 5700 Las Positas Road, Livermore, CA 94550 hereinafter called "LESSOR" or Mobile Modular and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for

Madison Park Academy Expansion Project No 13124

At

Madison Middle School

400 Capistrano Drive

Oakland, CA 94603

Quotation Reference:

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

Article I. Scope of Work

- 1.1 (Pursuant to a prior agreement, Mobile Modular has supplied two (2) interim housing portable units already in place at Madison site: (2) 24' x 40' units. The parties have finalized a separate buyout agreement, and wish to memorialize the DISTRICT's obligation to make extended lease payment for the time in which the portable units remained on the site while the parties negotiated said buyout agreement.
- 1.2 Mobile Modular has provided all permits necessary for the delivery of the portables to the sites. DISTRICT has provided all permits for the installation, assembly and occupancy of the portables.

Article IV. Lease Agreement Time

- 4.1 Final Lease Agreement Duration: commencing **June 27, 2019** and ending on **December 31, 2019**.

Article V. Lease Agreement Sum

- 5.1 Work is completed. DISTRICT shall pay **Mobile Modular** the Sum of **TWO HUNDRED THREE THOUSAND, EIGHT HUNDRED NINETY-SEVEN DOLLARS AND SIXTY CENTS (\$203,897.60)**.

Article VI. Lease Term

~~6.1 The duration of the Lease term for each portable unit at **Madison Park Academy Expansion Project** will be from **June 6, 2019 and ending in December 31, 2019. (These dates are to allow for final payment of past due invoices)** Project Schedule for the portables where the site plans have been completed and delivered to Mobile Modular and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Mobile Modular the duration of the Lease Term will begin upon delivery of the site plans to Mobile Modular and installation of the portable at the DISTRICT site by Mobile Modular. Said term shall be referred to as the "Lease Term",~~

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

~~6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Mobile Modular that said month to month extension shall be terminated. However, the total term of the lease, including any lease extension shall not extend beyond a period of **28 Days** without the authorization of the DISTRICT Timothy White, Associate Superintendent of Facilities, Planning and Management. DISTRICT's written notification of termination of the month to month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by Mobile Modular.~~

Article VII. Compensation

~~7.1 DISTRICT shall pay Mobile Modular the Lease Agreement sum for completion of Work and for rental of the portable buildings for the initial Lease Term and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be **Two Hundred Three thousand, Eight hundred ninety-seven dollars and sixty cents (\$203,897.60)**, which sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Ralph Bunche Portable Installation Project and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.~~

~~Article VIII. Lease Agreement Documents~~

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

~~Article IX. District Approval of Work~~

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

~~Article X. Prevailing Wages~~

~~10.1 Not applicable, omitted.~~

~~10.2 Not applicable, omitted.~~

~~Article XI. Inspection of Work/Defective or Damaged Work~~

~~11.1 DISTRICT shall inspect the materials, equipment and work provided by Mobile Modular within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by Mobile Modular hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to Mobile Modular in the same condition as it was delivered less any normal wear and tear.~~

~~11.2 Mobile Modular shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to Mobile Modular, have the authority to deduct the cost there from any compensation due or to become due to Mobile Modular. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.~~

~~Article XII. Warranty~~

~~12.1 Mobile Modular hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Mobile Modular for Mobile Modular's breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on Mobile Modular. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Mobile Modular's risk and returned to Mobile Modular at~~

~~Mobile Modular's expense. Defects are not waived by acceptance of goods or by failure to notify Mobile Modular thereof~~

~~12.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of Mobile Modular and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States~~

Article XIII. Warranty of Title

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

Article XIV. District's Rights and Remedies for Default

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

~~14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be' cured within ten (10) working days, the DISTRICT and Mobile Modular shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Mobile Modular only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.~~

~~14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from Mobile Modular for public education purposes and the removal of the portable classrooms, for any reason, must be coordinated with DISTRICT's academic schedule to avoid disruption of the District's delivery of public education and related public education operations. Accordingly, Mobile Modular may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within thirty (30) working days (or such other reasonable period as the Mobile Modular may authorize in writing) of receipt of notice from the Mobile Modular cure such breach or violation. In the event that Mobile Modular elects to terminate the Agreement, Mobile Modular may remove its portable buildings and shall coordinate the removal of its portable buildings with DISTRICT to avoid or minimize any disruption of classes or public education~~

~~operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with Mobile Modular in the scheduling of the removal of portable buildings in the event of DISTRICT's default under the agreement. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by Mobile Modular and DISTRICT to effect termination.~~

~~Article XV. Failure to Complete Lease Agreement – Effect~~

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

~~Article XVI. Damages~~

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

~~Article XVII. Liquidated Damages~~

~~17.1 Omitted~~

~~Article XVIII. Effect of Extensions of Time~~

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

~~Article XIX. Performance Bond~~

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

~~Article XX. Payment Bond~~

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

~~Article XXI. Indemnification~~

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

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

Article XXII. Infringement of Patents

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

Article XXIII. Assignment and Delegation

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

Article XXIV. Equal Employment Opportunity

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

~~Article XXV. Environmental and Safety Health Standards Compliance~~

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

~~Article XXVI. Hazardous Chemicals and Wastes~~

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

~~Article XXVII. Insurance~~

~~27.1 If Mobile Modular employs any person to perform work in connection with this Lease Agreement, Mobile Modular shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.~~

~~27.2 Prior to commencement of work under this Lease Agreement by any such employee, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits, shall be given to DISTRICT.~~

~~27.3 Bodily Injury, Death and Property Damage Liability Insurance.~~

~~27.4 Mobile Modular shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering Mobile Modular and DISTRICT for liability arising out of the operations of~~

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

~~27.5 Inclusion of DISTRICT as an additional insured shall not in any way affect its' rights with respect to any claim, demand, suit or judgment made, brought or recovered against Mobile Modular. The policy shall protect Mobile Modular and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.~~

~~27.6 Prior to commencement of work hereunder, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal, or reduction in limits shall be given to DISTRICT.~~

Article XXVIII. Self-Insurance.

~~28.1 Omitted.~~

Article XXIX. Audit and Inspection of Records

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

Article XXX. Notices

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

If to the DISTRICT:

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

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

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

Article XXXI. District Representative

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

~~Article XXXII. Clayton Act and Cartwright Act~~

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

~~Article XXXIII. DSA Construction Reports~~

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

~~Agreement for reporting to the State of California and the Department of the State Architect.~~

~~**Article XXXIV. Miscellaneous Provisions**~~

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

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

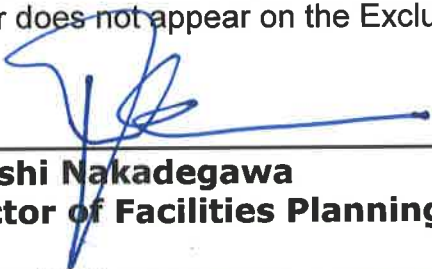
~~**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written with respect to the lease of the Premises. This Lease may be modified or amended in writing, if the party obligated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

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

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

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

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



Tadashi Nakadegawa
Director of Facilities Planning and Management

IN WITNESS WHEREOF, LESSOR has executed this Agreement, and the District, by its Board of Education who is authorized to do so, has executed this agreement.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng Dated: 6/27/19
Aimee Eng
President, Board of Education

By: Kyla Johnson-Trammell Dated: 6/27/19
Kyla Johnson-Trammell, Superintendent
& Secretary, Board of Education

By: Timothy White Dated: 6/13/19
Timothy White, Deputy Chief,
Facilities Planning & Management

Mobile Modular:

By: Kristen Erickson Dated: 05/10/19
Its: Sr. Operations Specialist
Digitally signed by Kristen Erickson for Mobile Modular Legal Approval
DN: cn=Kristen Erickson for Mobile Modular Legal Approval, o=Mobile Modular Management Corporation, ou,
email=kristen.erickson@mobilemodular.com, c=US
Date: 2019.05.10 02:47:46 -0700

Approved as to form and procedure:

Alyse Nichols Dated: 6/13/19
Marion McWilliams, Facilities Counsel
Alyse Nichols

LESSOR: Mobile Modular
School: Madison Park Academy Expansion Project
Funding: Fund 21, Measure B

END OF DOCUMENT



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

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

Customer & Site Information		Mobile Modular Contact
Customer Information: Oakland USD 955 High St Oakland, CA 94601 William Newby william.newby@ousd.k12.ca.us (510) 532-2802 (510) 879-3673	Site Information: Oakland USD 400 Capistrano Dr James Madison Middle School Oakland, CA 94603 Sonya Perkins sperkns@hattincom.com 5105022282 Customer PO/Reference: PO to follow Exp: // By:	Questions? Please Contact: Carl Yeremian Carl.Yeremian@mobilemodular.com Direct Phone: (925) 483-3118 All other inquiries: (925) 806-9000

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,335.00	\$1,335.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,335.00	\$1,335.00	N
Restroom, 12x40 DSA (Item1004) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.</i>	1	\$1,486.00	\$1,486.00	N

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Classroom, 24x40 DSA (Item1001) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,118.00	\$4,118.00	N
Delivery Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	32	\$17.00	\$544.00	N
			\$6,644.00	
Classroom, 24x40 DSA (Item1001) Modifications	1	\$400.00	\$400.00	N
Additional Labor, Rolling On Deliver(PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$560.00	\$560.00	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$4,118.00	\$4,118.00	N
Delivery Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	32	\$17.00	\$544.00	N
			\$7,604.00	
Restroom, 12x40 DSA (Item1004) Block and Level Building (B3) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$2,905.00	\$2,905.00	N
Delivery Haulage Lowboy 12 wide	2	\$684.00	\$1,368.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$78.00	\$156.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	84	\$17.00	\$1,428.00	N



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 808-9000 Fax: (925) 453-3201
 www.mobilemodular.com

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

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

Special Notes

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Classroom, 24x40 DSA (Item1001)	1	1001	\$42,750.00
Restroom, 12x40 DSA (Item1004)	1	1004	\$71,550.00
Classroom, 24x40 DSA (Item1001)	1	1001	\$42,750.00



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

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

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>Signature: <u>Carl Yerman</u> Print Name: Carl Yerman Title: Education Sales Specialist Date: 8/16/17</p>	<p>LESSEE: Oakland USD</p> <p>Signature: <u>Vernon Hal</u> Print Name: Vernon Hal Title: Senior Business Officer Date: OAKLAND UNIFIED SCHOOL DISTRICT</p>
--	---

James Harris
 President, Board of Education

ATTACHMENT A
LEASE TERMS AND CONDITIONS

APPROVED FOR PRINT & SIGNATURE
 By: [Signature]
 Attorney at Law

- 1. LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement ("Agreement") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "Incorporated Provisions"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.
- 2. LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.
- 3. RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the incorporated Provisions on Lessor's website at [<https://www.MobileModular.com/ContractTerms>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorsates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

[Signature]
 Kyla R. Johnson-Trammell
 Secretary, Board of Education



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fifteenth (15th) day of the billing cycle.

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

5. LESSEE AGREEMENTS. Lessee agrees that:

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

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

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

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

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

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

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

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



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12. WAIVER AND INDEMNIFICATION.

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

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

13. EVENTS OF DEFAULT.

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

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

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

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

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



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17. JURISDICTION.

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

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

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

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

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

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

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

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

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

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

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

WITNESSETH

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

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

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

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

4. RETURN OF EQUIPMENT.

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

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

III. In the case of any Equipment that includes plumbing:

1. The plumbing lines must be flushed clean and Lessee shall ensure that there is no foreign matter in any of the fixtures;
2. Connections of the plumbing to the site shall be properly disconnected and, if applicable, the plumbing manifold should be placed inside the Equipment. Where "no hub fittings" are provided, there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee will be charged for damages to plumbing due to improper disconnection or failure to return plumbing manifolds.

IV. Clear access shall be provided for preparation of the Equipment, and its removal from the site, by standard methods.

V. Lessee shall notify Lessor at the time return request is made if wheels, axles, towbar or other items have been removed from the Equipment and require re-attachment to the Equipment to facilitate the return. Additionally, Lessee is to advise Lessor if skirting, seismic restraints, or other items have been attached to the Equipment and require removal.

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

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

a. **STAIRS.** (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor's sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessee shall be responsible for unloading the stairs upon delivery and installing the handrails (as well as disassembling the handrails and loading the stairs for return). (3) In all other states, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to or failure of Lessee to properly maintain the stairs may result in failure to comply with applicable code.

i. **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee. Attaching steps and ramps directly to the doorjamb will result in an inoperable door.

ii. **CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee to ensure that the finished stairs comply with all applicable codes.

iii. **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Standard threshold heights on properly prepared sites vary based on Equipment, Equipment or sites not meeting this threshold height may result in additional charges for special Equipment.

b. **RAMPS.** Lessor recommends that Lessee looks closely at all conditions of impact. Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.

i. **SITE CONDITIONS.** Sloping site or other conditions may impact the use of a prefabricated ramp and require longer ramps or alternate configurations. This may result in additional charges to Lessee. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold

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

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

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

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

Mobile Modular
 PO Box 45043
 San Francisco, CA 94145

Customer & Site Information
 Oakland USD

R2739
 3/12/2019
 charlene.dilley@mgmc.com
 925-453-3194
 925-453-3203

Statement of Account
 Acct #
 Date:
 Email:
 Phone:
 Fax:

Aging: 1-30 Days 31-60 Days 61-90 Days Over 90 Days
 Current 0 11,043.45 50,748.43 67,448.45
 Outstanding Amount 67,534.80

Statement of Account

Invoice No.	Invoice Date	Contract	Customer PO	Original Amt	Balance	Age	Site Address
1683333	14-Jul-18	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	241400 Capistrano Dr James Madison Middle School Oakland CA
1719349	13-Aug-18	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	211400 Capistrano Dr James Madison Middle School Oakland CA
1744650	12-Sep-18	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	181400 Capistrano Dr James Madison Middle School Oakland CA
1770398	12-Oct-18	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	151400 Capistrano Dr James Madison Middle School Oakland CA
1796610	11-Nov-18	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	121400 Capistrano Dr James Madison Middle School Oakland CA
1821952	11-Dec-18	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	91400 Capistrano Dr James Madison Middle School Oakland CA
1848442	10-Jan-19	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	61400 Capistrano Dr James Madison Middle School Oakland CA
1873826	9-Feb-19	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	31400 Capistrano Dr James Madison Middle School Oakland CA
1898595	11-Mar-19	210018148	Madison IH- 2014	2,097.00	2,097.00	2,097.00	1400 Capistrano Dr James Madison Middle School Oakland CA
1882691	2-Jul-18	210020587	Madison IH- P-10	593	593	593	253400 Capistrano Dr James Madison Middle School Oakland CA
1709705	1-Aug-18	210020587	Madison IH- P-10	593	593	593	223400 Capistrano Dr James Madison Middle School Oakland CA
1734057	31-Aug-18	210020587	Madison IH- P-10	593	593	593	193400 Capistrano Dr James Madison Middle School Oakland CA
1757506	30-Sep-18	210020587	Madison IH- P-10	593	593	593	163400 Capistrano Dr James Madison Middle School Oakland CA
1784938	30-Oct-18	210020587	Madison IH- P-10	770.9	770.9	770.9	133400 Capistrano Dr James Madison Middle School Oakland CA
1836930	29-Nov-18	210020587	Madison IH- P-10	770.9	770.9	770.9	103400 Capistrano Dr James Madison Middle School Oakland CA
1862061	28-Jan-19	210020587	Madison IH- P-10	770.9	770.9	770.9	73400 Capistrano Dr James Madison Middle School Oakland CA
1888558	27-Feb-19	210020587	Madison IH- P-10	770.9	770.9	770.9	43400 Capistrano Dr James Madison Middle School Oakland CA
1697762	20-Jul-18	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	235400 Capistrano Dr James Madison Middle School Oakland CA
1723948	19-Aug-18	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	205400 Capistrano Dr James Madison Middle School Oakland CA
1749705	18-Sep-18	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	175400 Capistrano Dr James Madison Middle School Oakland CA
1776438	18-Oct-18	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	145400 Capistrano Dr James Madison Middle School Oakland CA
1802012	17-Nov-18	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	115400 Capistrano Dr James Madison Middle School Oakland CA
1827037	17-Dec-18	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	85400 Capistrano Dr James Madison Middle School Oakland CA
1852630	16-Jan-19	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	55400 Capistrano Dr James Madison Middle School Oakland CA
1879058	15-Feb-19	210022781	Madison MS- FILE ID 15-0856	1,154.00	1,154.00	1,154.00	25400 Capistrano Dr James Madison Middle School Oakland CA
1722081	17-Aug-18	210034641	P01801023/BFG70196	4,472.00	4,472.00	4,472.00	207400 Capistrano Dr James Madison Middle School Oakland CA
1751345	16-Sep-18	210034641	P01801023/BFG70196	4,788.55	4,788.55	4,788.55	177400 Capistrano Dr James Madison Middle School Oakland CA
1773845	16-Oct-18	210034641	P01801023/BFG70196	4,788.55	4,788.55	4,788.55	147400 Capistrano Dr James Madison Middle School Oakland CA
1799907	15-Nov-18	210034641	P01801023/BFG70196	4,788.55	4,788.55	4,788.55	117400 Capistrano Dr James Madison Middle School Oakland CA
1825657	15-Dec-18	210034641	P01801023/BFG70196	4,788.55	4,788.55	4,788.55	87400 Capistrano Dr James Madison Middle School Oakland CA
1851374	14-Jan-19	210034641	P01801023/BFG70196	4,788.55	4,788.55	4,788.55	57400 Capistrano Dr James Madison Middle School Oakland CA
1877128	13-Feb-19	210034641	P01801023/BFG70196	4,788.55	4,788.55	4,788.55	27400 Capistrano Dr James Madison Middle School Oakland CA
GRAND TOTAL:				67,534.80	67,534.80	USD	

Contract Addendum
Date: 3/15/2019

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

Oakland USD
955 High Street
Oakland, CA 94601-4404

Customer :
Billing Address:
City/State/Zip:

Attn: William Newby
Phone :
Fax:

E-mail:

william.newby@ousd.org

James Madison Middle School 400 Capistrano Drive
Oakland, CA 94603

Project Name :
Site Address :
City/State/Zip:

This will serve as an addendum to the contract agreement entered into between **Oakland USD** (Lessee) and **MOBILE MODULAR MANAGEMENT CORPORATION** (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you. Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate	Total
210034641	33934	Restroom, 12x40 DSA	8/3/2018	12/31/2019	16	\$ 1,797.00	\$ 28,752.00
210034641		Ramp Rent	8/3/2018	12/31/2019	16	\$ 182.44	\$ 2,919.04
210034641	77835	Classroom, 24x40 DSA	8/3/2018	12/31/2019	16	\$ 1,510.00	\$ 24,160.00
210034641		Ramp Rent	8/3/2018	12/31/2019	16	\$ 190.11	\$ 3,041.76
210034641	77836	Classroom, 24x40 DSA	8/3/2018	12/31/2019	16	\$ 1,510.00	\$ 24,160.00
210020587	30922	Classroom, 24x40 DSA	8/16/2018	12/31/2019	16	\$ 825.00	\$ 13,200.00
210018148	49373	Classroom, 24x40 DSA	8/16/2018	12/31/2019	16	\$ 672.00	\$ 10,752.00
210018148	49374	Classroom, 24x40 DSA	8/16/2018	12/31/2019	16	\$ 672.00	\$ 10,752.00
210018148	49375	Classroom, 24x40 DSA	8/16/2018	12/31/2019	16	\$ 672.00	\$ 10,752.00
210022781	41796	Classroom, 24x40 DSA	8/16/2018	12/31/2019	16	\$ 672.00	\$ 10,752.00
210022781	42595	Classroom, 24x40 DSA	8/16/2018	12/31/2019	16	\$ 672.00	\$ 10,752.00
						Total	\$ 149,992.80

Rental rates do not include any applicable taxes or Personal Property Expense (PPE).

Return delivery and preparing equipment for return will be quoted at time of return.

This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name
Title
Signature
Date

Oakland USD

Printed Name
Title
Signature
Date

Please call (925) 606-9000 with any questions or comments and ask for
Thank you for contacting Mobile Modular.

Mo Carcamo

**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2019

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

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

PRODUCER SullivanCurtisMonroe Insurance Services 550 South Hope Street, Suite 1000 Los Angeles, CA 90071 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: Josie Charley PHONE (A/C, No, Ext): 213 233-0428 E-MAIL ADDRESS: JCharley@sullicurt.com	FAX (A/C, No): 213 892-1593
	INSURER(S) AFFORDING COVERAGE	
INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Liberty Insurance Underwriters, Inc.	19917
	INSURER C: Aspen American Insurance Company	43460
	INSURER D: North River Insurance Company	21105
	INSURER E: AGCS Marine Insurance Company	22837
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 48232719

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72CESOF7559 Ded. \$10,000	4/30/2019	4/30/2020	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72UENHB6307 HAPD - \$100K limit Comp&Coll Ded:\$1k Tractor Comp&Coll Ded:\$2k	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			100003398711 - \$10M Limit CX00CAG19 - \$20M Limit	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$
D	<input checked="" type="checkbox"/> 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	4067308845 - AOS 4067308854 - WI Only \$350,000 Deductible	7/1/2018 7/1/2018	7/1/2019 7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tenant Liability			MXI93076389	4/30/2019	4/30/2020	\$1,000,000 Limit / \$25,000 Deductible

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

RE: Claremont LLC Phase 1 Demo of Old Cafeteria Project
 Oakland USD is named as additional insured per attached endorsement. Waiver of Subrogation applies per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Oakland USD
 955 High St.
 Oakland CA 94601

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

AUTHORIZED REPRESENTATIVE

Kyana Okamoto

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: Oakland USD

ADDRESS: 955 High St. Oakland CA 94601

Named Insured Continued:

Mobile Facilities, Inc.

DBA: Mobile Modular Portable Storage

TRS-Rentelco, Inc.

DBA: TRS Environmental

McGrath 180, LLC

Space-Co. Corporation

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location(s) Of Covered Operations

Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision

Any and All Locations

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Madison Madison Park Academy Expansion

Site 210

Basic Directions

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

- Attachment Checklist: Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000; Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name: Mobile Modular Management Corp.; Agency's Contact: Mo Carcamo; OUSD Vendor ID #: 002892; Vendor Title: ; Address: 5700 Las Positas Rd., Livermore, CA 94550; Telephone: 9256069000; Policy Expires: 4-30-2020; Contractor History: Previously been an OUSD contractor? [X] Yes; Worked as an OUSD employee? [] Yes; OUSD Project #: 13124

Term

Date Work Will Begin: 6/27/2019; Date Work Will End By: 12/31/2019 (not more than 5 years from start date)

Compensation

Total Contract Amount; Total Contract Not To Exceed: \$203,897.60; Pay Rate Per Hour (if Hourly); If Amendment, Changed Amount; Other Expenses; Requisition Number

Budget Information

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

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9799/9560, Fund 21, Measure B, 210-9799-0-9560-8500-6250-215-9180-9901-9999-99999, 6250, \$203,897.60

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: Signature [Handwritten], Date Approved 6/11/19; Phone 510-535-7038, Fax 510-535-7082
2. Director, Department of Facilities Planning and Management: Signature [Handwritten], Date Approved 6/13/19
3. General Counsel, Department of Facilities Planning and Management: Signature [Handwritten], Date Approved 6/11/19
4. Deputy Chief, Department of Facilities Planning and Management: Signature [Handwritten], Date Approved
5. Senior Business Officer, Board of Education: Signature [Blank], Date Approved
6. President, Board of Education: Signature [Blank], Date Approved