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Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer, Division of Facilities Planning and Management

Board Meeting Date June 7, 2023

Subject Award of a Lease Agreement – Mobile Modular Management Corporation – Roosevelt Middle School Modernization Project– Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to Award a Lease agreement by and between the **District and Mobile Modular Management Corporation**, Livermore, California, for the latter to provide design, construct, supply, and install thirteen (13) classroom portables 24’x40’, one (1) admin portable 48’x40’, one (1) restroom portable 12’x40’ Boys/staff/girls, and shall provide all permits necessary for the delivery of the portables to the sites and provide portables that meet or exceed the requirements of the State of California, Division of the State Architect (DSA). for the **Roosevelt Middle School Modernization Project**, in the total amount of **\$1,024,427.00**, which includes a not-to-exceed amount of \$75,000 for Owner’s contingency allowance and a not-to-exceed amount of \$44,893.00 for Additive Alternates, with work scheduled to commence on June 8, **2023**, and scheduled to last until **January 20, 2027**, pursuant to the Lease Agreement.

Discussion Mobile Modular Mangement Corporation was chosen through an RFP for an equipment lease.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education to Award a Lease agreement by and between the District and Mobile Modular Management Corporation, Livermore, California, for the latter to provide design, construct, supply, and install thirteen (13) classroom portables 24’x40’, one (1) admin portable 48’x40’, one (1) restroom portable 12’x40’ Boys/staff/girls, and shall provide all permits necessary for the delivery of the portables to the sites and provide portables that meet or exceed the requirements of the State of California, Division of the State Architect (DSA). for the Roosevelt Middle School Modernization Project, in the total amount of \$1,024,427.00, which includes a not-to-exceed amount of \$75,000 for Owner’s contingency allowance and a not-to-exceed amount of \$44,893.00 for Additive Alternates, with work scheduled to commence on June 8, 2023, and scheduled to last until January 20, 2027, pursuant to the Lease Agreement.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Lease Agreement, including Exhibits
- Contract Justification Form

- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 22-2669

Department: Facilities Planning and Management

Vendor Name: Mobile Modular Management Corporation.

Project Name: Roosevelt Middle School Modernization

Project No.: **19101**

Contract Term: Intended Start: June 8, 2023

Intended End: January 20, 2027

Total Cost Over Contract Term: \$1,024,427.00

Approved by: Lisa Grant-Dawson

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Mobile Modular Management Corporation was selected through an RFP process based on the best value and the lowest contract price and is currently providing similar services to the District. At this time, they have the most experience and familiarity with portable installation services.

Summarize the services or supplies this contractor or vendor will be providing.

Mobile Modular Management Corporation will provide design, construct, supply, and install thirteen (13) classroom portables 24’x40’, one (1) admin portable 48’x40’, one (1) restroom portable 12’x40’ Boys/staff/girls, and shall provide all permits necessary for the delivery of the portables to the sites and provide portables that meet or exceed the requirements of the State of California, Division of the State Architect (DSA) for the Roosevelt Middle School Modernization Project.

Was this contract competitively bid? Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

Mobile Modular Management Corporation is currently and proving rental services for the District. Based on their expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: Equipment Lease Agreement

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Mobile Modular Management Corporation was chosen through an RFP process to provide and install relocatable portables for 36 months rental duration to the District.

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

THIS AGREEMENT is made as of the **8th day of June 2023**, by and between **Mobile Modular Management Corporation** whose local place of business is at 5700 Las Positas Rd, Livermore, CA 94551 hereinafter called "LESSOR" 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 Agreement" or "Agreement").

**LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for
Roosevelt Middle School Modernization Project No. 19101
("Project")
At
Roosevelt Middle School
1926 19th Avenue, Oakland, CA 94606**

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

Article I. Scope of Work

- 1.1 Mobile Modular Management Corporation shall design, construct, supply, and install thirteen (13) classroom portables 24'x40', one (1) admin portable 48'x40', and one (1) restroom portable 12'x40' Boys/staff/girls. These fifteen (15) Division of State Architect (DSA) PC portable Buildings at Roosevelt Middle School for the duration of Thirty-Six (36) months including the delivery and installation of standard ramp, wood foundation for level site only, and skirting for building. Ramp skirting is optional for a fee. For further details about the scope of work see **Exhibit B**, incorporated by reference herein.
- 1.2 Mobile Modular Management Corporation shall provide all permits necessary for the delivery of the portables to the sites. DISTRICT shall provide all permits for the installation, assembly, and occupancy of the portables.
- 1.3 Mobile Modular Management Corporation shall provide portables that meet or exceed the requirements of the State of California, Division of the State Architect (DSA).

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by MMPV Design, Inc. who shall have the rights assigned to Architect/Engineer ("A/E") in the Lease Agreement Documents.
- 2.2 DISTRICT will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Lease Agreement Documents in connection with completion of Work in accordance with Lease Agreement Documents.

Article III. Performance of Work

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

Article IV. Lease Agreement Term

- 4.1 The term of this Lease Agreement shall be June 8, 2023, through January 20, 2027, with the following milestone deadlines: (1) the DISTRICT will ensure that LESSOR receives a fully executed Lease Agreement by no later than June 23, 2023 and understands and agrees that any delay by the DISTRICT in the completion of the foregoing milestone may result in delays to the LESSOR'S subsequent milestone dates set forth below, including but not limited to the date of beneficial occupancy and in such an event, LESSOR and DISTRICT will need to establish a new milestone schedule which will be based on then-current manufacturing, DSA appointment, hauling and installation schedules at the time the Lease Agreement is received; (2) LESSOR shall commence design and construction of fifteen (15) DSA PC portable buildings on July 1, 2023; (3) the DISTRICT shall ensure that by no later than November 1, 2023, the project site shall be prepared as required by Exhibit C, Section B and ready for delivery of the portable buildings to commence, allowing adequate time for delivery and installation of the portable buildings; (4) LESSOR shall supply and fully install all buildings ready for beneficial occupancy by December 20, 2023; and (5) LESSOR shall remove the portable buildings within thirty (30) days after the DISTRICT notifies LESSOR that the portable buildings are ready to be removed by LESSOR, which notice is anticipated to be given by December 20, 2026. The DISTRICT shall pay rent beginning **December 20, 2023** (the "Start Rent Date") and continuing for 36 months thereafter.
- 4.2 The parties recognize and agree that the foregoing milestones are based on the anticipated Project schedule at the time of execution of this Agreement and that changes to the schedule may occur. Notwithstanding the foregoing provisions, the parties agree that (1) the minimum term of the lease shall be 36 months from the date that DISTRICT receives beneficial occupancy of the portable buildings (the "Initial Lease Term"); (2) in the event that the DISTRICT elects to return one or more of the portable buildings prior to the expiration of the Initial Lease Term, the DISTRICT shall be responsible for paying an early termination fee equal to the applicable monthly rental rate multiplied by the number of months remaining in the Initial Lease Term at the time of termination (the "Early Termination Fee"), unless a different amount is mutually agreed upon; (3) in the event that the DISTRICT fails to notify LESSOR of its intent to return the portable buildings no fewer than thirty (30) days prior to the expiration of the Initial Lease Term, or if the DISTRICT, its employees, contractors or agents cause any delay in the dismantle and removal of the portable buildings, the Lease shall be automatically extended on a month-to-month basis, under the same terms and conditions set forth in this Agreement, until such time that the portable buildings are returned to LESSOR. In the event that

the Lease is extended beyond the Initial Lease Term, LESSOR may revise the monthly rental rate on an annual basis, not to exceed an increase of 5% annually, in which case LESSOR shall provide a written notice of such rental rate increase at the time such increase takes effect, and the return-related charges due upon return of the portable buildings may be revised to reflect LESSOR'S current rates for such services at the time the portable buildings are actually returned, which shall not exceed an increase of more than 5% per year for each year the lease is extended beyond the expiration of the Initial Lease Term. In such an event, LESSOR shall, prior to performing any services impacted by such increases in rates, LESSOR shall provide the DISTRICT with a written return quotations detailing the then-current prices of such services.

In lieu of extending this Agreement on a month-to-month basis under the foregoing conditions, prior to the expiration of the Initial Lease Term, the DISTRICT may initiate either an Amendment to or a replacement of this Agreement and both parties may agree to terms differing from those set forth herein, by mutual written agreement, and upon approval by the DISTRICT's governing Board.

Article V. Lease Agreement Sum

- 5.1 DISTRICT shall pay LESSOR the Lease Agreement Sum in accordance with Lease Agreement Documents. The Lease Agreement Sum is **ONE MILLION TWENTY-FOUR THOUSAND FOUR HUNDRED TWENTY-SEVEN and no/100 (\$1,024,427.00)** (the "Lease Agreement Sum").
- 5.2 The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT's use. In compensation for said use, the DISTRICT shall pay to LESSOR the portion of the Lease Agreement Sum attributable to the monthly rental (refer to Exhibit A, as defined below for itemized prices) and said compensation shall be paid as a monthly rental fee and shall be paid monthly, Net 30 days from the date of each rental invoice submitted to the DISTRICT by LESSOR, and said rent shall be the sum of \$15,604.00 per month. All rent shall be paid to LESSOR at the "Remit to" address set forth in LESSOR'S invoices.
- 5.3 DISTRICT agrees to pay LESSOR based on the fees listed in Exhibit A for services satisfactorily performed. Upon satisfactory completion and delivery, the DISTRICT will pay LESSOR for delivery charges as invoiced \$220,346 which such amount may be subject to change orders mutually agreed upon in writing, and upon approval by the DISTRICT's governing Board. Upon satisfactory completion of the work, the DISTRICT will pay LESSOR for return charges as invoiced \$122,444. If the DISTRICT approves any additive alternates in writing, the DISTRICT will pay as invoiced not-to-exceed \$44,893, provided that the DISTRICT notifies LESSOR in writing of its intent to approve such additive alternates by no later than sixty (60) days prior to the start of delivery of the already-included portable buildings. To the extent there are any unforeseen costs for which LESSOR is entitled to payment, DISTRICT may elect to pay such costs from the not-to-exceed contingency amount of \$75,000. Should the DISTRICT not have a need to utilize the full contingency amount of \$75,000 which is included in the Lease Agreement Sum, then the Lease Agreement Sum shall be reduced via deductive change order by the amount not utilized at the end of the Lease, and the DISTRICT may withhold payment of any remainder of the contingency.

Article VI. Lease Term (Reserved)

6.1.

Article VII. Compensation (Reserved)

7.1

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, the itemized scope of work and pricing set forth in Exhibit A ("Exhibit A"), LESSOR'S Bid Clarifications set forth in Exhibit B ("Exhibit B"), LESSOR'S Supplemental Lease Terms and Conditions set forth in Exhibit C ("Exhibit C"), Portable Building Site Plan set forth in Exhibit D ("Exhibit D"), Project Labor Agreement, , Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors (if applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, and other documents referred to in the Agreement ("Contract Documents") and shall not be modified except by written agreement between the parties approved by the DISTRICT's governing board.

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 The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the DISTRICT's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the LESSOR and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

- 10.2 The LESSOR and any subcontractor under the LESSOR as a penalty to the DISTRICT shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the LESSOR.
- 10.3 The LESSOR and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the DISTRICT, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The LESSOR and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.
- 10.4 Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Article XI. Inspection of Work/Defective or Damaged Work

- 11.1 DISTRICT shall inspect the materials, equipment and work provided by LESSOR 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 LESSOR hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to LESSOR in the same condition as it was delivered less any normal wear and tear.
- 11.2 LESSOR 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 LESSOR, have the authority to deduct the cost there from any compensation due or to become due to LESSOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

Article XII. Warranty – Refer to Exhibit C for applicable warranty provisions

12.1

Article XIII. Warranty of Title

- 13.1 LESSOR 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 LESSOR its' allowable costs incurred to date of termination and those costs necessary by LESSOR to effect termination, including, but not limited to, the Early Termination Fee, should such termination occur prior to the expiration of the Initial Lease Term. In the event that LESSOR 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 LESSOR 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 LESSOR 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 LESSOR 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 LESSOR 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.

Article XV. Failure to Complete Installation

15.1 In case of failure on the part of LESSOR to complete its Installation within the specified time or a mutually agreed upon and authorized extension thereof, in accordance with the notice requirements of Article IV, Default, the Installation may be terminated and DISTRICT shall in such event not thereafter pay or allow LESSOR any further compensation for any labor, materials or equipment furnished by him under such Lease Agreement; and LESSOR and its bondsmen shall be liable to DISTRICT for all loss or damage which it may suffer on account of LESSOR'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 Time is of the essence in this Lease Agreement, and the deadline for complete installation of all buildings ready for occupancy shall be December 20, 2023 (the "Installation Time"), unless changes to the schedule have been mutually agreed upon, or delays are caused by events beyond the reasonable control of LESSOR as further described in Article 3.1 (collectively, "Excused Delay(s)").
- 17.2 Failure to so install within the Installation Time and in the manner provided for by the Contract Documents, shall subject the LESSOR to liquidated damages, unless such failure is the result of Excused Delay(s). The actual occurrence of damages and the actual amount of the damages which the DISTRICT would suffer if such Work were not Completed within the Installation Time, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the DISTRICT would suffer in the event of such delay include, but are not limited to, loss of the use of the buildings, disruption of activities, costs of administration and supervision, delay to the project on the site, third party claims, and the incalculable inconvenience and loss suffered by the public.
- 17.3 Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the DISTRICT shall directly incur upon failure of the LESSOR to so install the buildings within the Installation Time, as described above.
- 17.4 If liquidated damages accrue as described above, the DISTRICT, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all lease payments, which would otherwise be or become due the LESSOR. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the DISTRICT incurred under this Section, the LESSOR and its sureties shall continue to remain liable to the DISTRICT until all such liabilities are satisfied in full.
- 17.5 If DISTRICT accepts any building or makes any lease payment after delays by LESSOR, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding the Installation Time, or liquidated damages.
- 17.6 Under no circumstances shall LESSOR be liable for payment of liquidated damages in excess of \$1,000.00 per calendar day nor shall LESSOR be liable for payment of liquidated damages for Excused Delay(s).

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 LESSOR or the surety on LESSOR '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.
- 19.2 As a condition of award of this agreement to LESSOR, DISTRICT may require LESSOR to execute and deliver to DISTRICT a performance bond in the amount of one hundred percent, (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to its' liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.
- 19.3 Notwithstanding the foregoing, the DISTRICT understands and agrees that the charge for obtaining such Performance Bond shall be additional to the itemized charges set forth in Exhibit A and the DISTRICT agrees to incorporate such additional charge into the amount due from the DISTRICT hereunder, upon receipt of an invoice from LESSOR for same. The DISTRICT may elect to pay for such additional charge from the Contingency Amount referenced in Exhibit A.

Article XX. Payment Bond

- 20.1 This section is not applicable to Lease Agreements where portable building(s) have already been installed or is rented.
- 20.2 As a condition of award of this agreement to LESSOR, DISTRICT may require LESSOR to execute and deliver to DISTRICT a payment bond in the amount of one hundred percent (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for payment of materials, labor and equipment in performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.
- 20.3 Notwithstanding the foregoing, the DISTRICT understands and agrees that the charge for obtaining such Payment Bond shall be additional to the itemized charges set forth in Exhibit A and the DISTRICT agrees to incorporate such additional charge into the amount due from the DISTRICT hereunder, upon receipt of an invoice from LESSOR for same. The DISTRICT may elect to pay for such additional charge from the Contingency Amount referenced in Exhibit A.

Article XXI. Indemnification

- 21.1 With respect to the willful misconduct, negligent acts or omissions of LESSOR, or its' employees, officers, agents, or subcontractors only, LESSOR shall indemnify, keep and hold harmless, the DISTRICT, its' directors, officers, DISTRICT's Board, Board members, 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 buildings (or any item provided with the buildings) or the work and services to be performed under this Agreement by LESSOR its', employees, officers, agents or subcontractors; and LESSOR shall, at its' expense pay all reasonable charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgments shall be rendered against the DISTRICT its' directors officers, employees and/or agents in any such action, LESSOR 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, LESSOR, 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, subleases, 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 LESSOR its' directors, officers, employees and/or agents in any such action, DISTRICT shall at its expense satisfy and discharge the same.

- 21.3 DISTRICT hereby waives and releases all claims against LESSOR for loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, and for injuries to DISTRICT, its employees, agents and third persons, except to the extent resulting from the willful misconduct, breach of contract, or negligent acts or omissions of LESSOR or its employees, officers, agents, or subcontractors. To the extent permitted by applicable law and excluding to the extent that any such claims result from the willful misconduct, breach of contract, or negligent acts or omissions of LESSOR or its employees, officers, agents or subcontractors.
- 21.4 In the event that DISTRICT and LESSOR are jointly responsible for the occurrence of any such claim, each party's duty to indemnify shall be proportionate to its allocated percentage of negligence or omission.
- 21.5 **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS LEASE AGREEMENT OR THE USE OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANTICIPATED LOSS OR LOSS OF BUSINESS OR PROFITS.**

Article XXII. Infringement of Patents

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

Article XXIII. Assignment and Delegation

- 23.1 Neither party shall delegate any duties or obligations under this LEASE AGREEMENT or 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 other party.

Article XXIV. Equal Employment Opportunity

- 24.1 In connection with the performance of this Agreement, LESSOR 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 LESSOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. LESSOR 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 LESSOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of LESSOR or any subcontractors during the course of performance of this Lease Agreement. LESSOR shall immediately report any such release to the DISTRICT Project Manager. LESSOR 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'

Board members, 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 LESSOR employs any person to perform work in connection with this Lease Agreement, LESSOR 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, LESSOR 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 LESSOR shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering LESSOR and DISTRICT for liability arising out of the operations of LESSOR 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 LESSOR 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 LESSOR'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. LESSOR may meet the foregoing requirements through any combination of primary and excess or umbrella insurance policies, in LESSOR's sole and absolute discretion.
- 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 LESSOR. The policy shall protect LESSOR 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, LESSOR 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, LESSOR 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 Executive Facilities Director and LESSOR'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
Deputy Chief of Facilities Planning and Management
955 High Street, Oakland, CA 94601
Attn: Lisa Grant-Dawson

If to Mobile Modular:

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94550
Tel: 925-606-453-3201
Attn: Operations Manager

With a copy to:

McGrath RentCorp
1830 W. Airfield Dr.
Dallas, TX 75261
Attn: Legal Department

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

34.1 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 by mutual written agreement, if approved by the DISTRICT's governing board.

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.

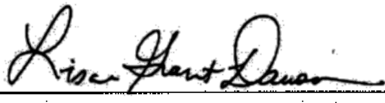
By: Juanita Hunter
Specialist, Facilities Contracts & Bids

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:  Dated: 6/8/2023
Mike Hutchinson, President, Board of Education

By:  Dated: 6/8/2023
Kyla Johnson-Trammell, Superintendent

By: 
Lisa Grant-Dawson, Chief Business Officer,
Facilities Planning and Management

Dated: 5/16/23

MOBILE MODULAR MANAGEMENT CORPORATION

By: Carrie Girard
Its: Regional Sales Manager

Dated: 4-28-23

APPROVED AS TO FORM: Limited Approval

By: [Signature]
OUSD Facilities Legal Counsel

Dated: 5/15/23

LESSOR: Mobile Modular Management Corporation
School: Roosevelt Middle School Modernization
Funding: Fund 21 Building Fund, Measure Y

MOBILE MODULAR REVISED BID 4/26/23

EXHIBIT A

BASE BID:

Product:	Qty	Monthly Rent	Extended Monthly Rent	Total Rent for 36 Months	Taxable Y/N
24'x40' Standard Classroom	13	\$649	\$8,437	\$303,732	N
					N
12'x40' B/S/G Restroom	1	\$1,995	\$1,995	\$71,820	N
48'x40' Admin Building	1	\$5,172	\$5,172	\$186,192	N
Total Rent				\$561,744	N
Charges Upon Delivery:	Qty	Charge Each		Total One-Time	Taxable Y/N
Delivery 24'x40' Classroom	13	\$3,188		\$41,444	N
					N
Delivery 12'x40' B/S/G Restroom	1	\$1,594		\$1,594	N
Delivery 48'x40' Admin Building	1	\$10,664		\$10,664	N
Installation 24'x40' Classroom	13	\$5,914		\$76,882	N
					N
Installation 12'x40' B/S/G Restroom	1	\$9,997		\$9,997	N
Installation 48'x40' Admin Building	1	\$12,706		\$12,706	N
Installation closure panels	16	\$150		\$2,400	N
Modifications for 24'x40' Classroom	13	\$4,944		\$64,272	N
					N
Pre job conference meeting	1	\$387		\$387	N
Total Delivery Charges				\$220,346	N
Charges Upon Return:	Qty	Charge Each		Total One-Time	Taxable Y/N
Return Delivery 24'x40' Classroom	13	\$3,188		\$41,444	N
					N
Return Delivery 12'x40' B/S/G Restroom	1	\$1,594		\$1,594	N
Return Delivery 48'x40' Admin Building	1	\$6,376		\$6,376	N
Dismantle 24'x40' Classroom	13	\$4,295		\$55,835	N
					N
Dismantle 12'x40' B/S/G Restroom	1	\$7,346		\$7,346	N
Dismantle 48'x40' Admin Building	1	\$8,249		\$8,249	N
Removal closure panels	16	\$100		\$1,600	N
Total Dismantle Charges				\$122,444	N
GRAND TOTAL BASE BID					N

ADDITIVE ALTERNATE:

Product:	Qty	Monthly Rent	Extended Monthly Rent	Total Rent for 36 Months	Taxable Y/N
24'x40' Standard Classroom	1	\$649	\$649	\$23,364	N
Charges Upon Delivery:	Qty	Charge Each		Total One-Time	Taxable Y/N
Delivery 24'x40' Classroom	1	\$3,188		\$3,188	N

Installation 24'x40' Classroom	1	\$5,914		\$5,914	N
Modifications for 24'x40' Classroom	1	\$4,944		\$4,944	N
Charges Upon Return:	Qty	Charge Each		Total One-Time	Taxable Y/N
Return Delivery 24'x40' Classroom	1	\$3,188		\$3,188	N
Dismantle 24'x40' Classroom	1	\$4,295		\$4,295	N
Total Additive Alternate Charges				\$44,893	N
Owner Contingency				\$75,000	N
GRAND TOTAL BASE AND ALTERNATE				\$1,024,427	N

EXHIBIT B

Clarifications

Mobile Modular has received Addendum 1 on Friday October 28, 2022

Per the Roosevelt Interim Housing drawings, Classroom 15 will need 40' of one hour fire rated exterior wall. As a cost saving measure, Mobile Modular is offering a 2016 CBC classroom that can be modified to include 40' of one hour fire rated wall. The rental rate per month reflects a 2016 CBC classroom from our rental fleet. Please see below link to stockpile classroom drawings, detail for fire rating, and a DSA approved detail from a site specific project where this method was used. The DSA approved stockpile classroom drawings are subject to change based on building availability. The District's architect will want to include these items in the DSA submittal process as a modification that Mobile Modular can perform in house. Mobile Modular has included materials and labor found in the pricing matrix for this modification. The District will want to hire an in-plant inspector to visit our facility to inspect. Mobile Modular has not included DSA fees, architectural fees, engineering fees, or inspection fees related to this modification.

DSA approved stockpile drawings for 2016 CBC classroom

<https://drive.google.com/file/d/14EGWelfd8f4H0p8Yruka2O6dxzHz1FaG/view?usp=sharing>

One hour fire rated wall detail from factory PC

https://drive.google.com/file/d/1rTILnK8KagDo8lNu3_19KBfzXFz1VaEU/view?usp=sharing

DSA approval, including one hour fire rated wall detail.

https://drive.google.com/file/d/1xVJm5eGE5oGFomt-6aBs_Lyza2LSl/view?usp=sharing

Mobile Modular interprets that the Admin 48 x 40' and 12 x 40' restroom are going to be set at the same finished floor height. If the site is out of level, trenching may be needed from the District for restroom plumbing connections.

The 12 x 40' boy/staff/girl restroom unit has substantial plumbing under the modular. Because of this, the finished floor height will be increased by 10". Mobile Modular will provide a custom ramp and landing. The ramp and landing will consist of a 40' x 7' top landing, 5' x 5' intermediate landing, and 24' of straight run ramp. Please see restroom ramp configuration example found in the Appendix of this bid. Additional charges will apply due to out of level site conditions or site constraints causing an alternate ramping configuration.

Restroom will require multiple waste connections. Mobile Modular will provide locations.

MMMC has not included ramp skirting

VCT flooring will be Mobile Modular's standard specification and "Sand Drift" color. If another color is selected by the District, additional charges will apply.

Pricing assumes level and accessible site conditions by normal truck delivery. Excludes additional labor, rolling time, and extra foundation lumber to deliver and/or level buildings beyond minimum FFH. Mobile Modular will set the modulares on the minimum foundation per the DSA approved modular building drawings and will only cover a slope of 4-1/2" in any direction.

Pricing includes union labor rates on site where applicable. Pricing is based on current market rates, and our vendor's interpretation of Oakland USD's PLA. Dismantle and return pricing is budgetary, and will be formally quoted at current rates at time of return. Current pricing is subject to change.

Prices are valid for 30 days and will be subject to future increases due to the following: CPI increases, market increases, labor rate adjustments, and availability at time of order.

In response to "Roosevelt #19101 InterimHousing Spec-SD-DD-Deliverable_220914", pricing includes MMMC standard floor plans and finishes based on the example DSA approved stockpile drawings below. Building selection and DSA approved stockpile drawings are subject to change based on availability at time of order.

AMS A number 69217 stockpile classroom drawings

<https://drive.google.com/file/d/0B831bxvjnc3OyOG3vYUJ67inxzNzQ/view?usp=sharing&resourcekey=0-ucK26AKM4P0uoJQYaEv30g>

Enviroplex A number 02-114359 stockpile classroom drawings.

<https://drive.google.com/file/d/1-xR-nUJhalaKqj0chjGFvEmTlF0jWf3/view?usp=sharing>

Modular Structures A number 04-105261 restroom stockpile drawings

https://drive.google.com/file/d/1eFIC3-Gbvnursv4RD49ASVnc4GO46_TN/view?usp=sharing

Delivery and return delivery rates include a city hauling permit, pilot cars, and fuel surcharge based on current market rates. Pricing is subject to increase.

Classroom and administration modular installation pricing includes refurbished 12' standard straight run factory ramp with transition from end of ramp to grade by District.

Mobile Modular will not include restroom paper towel dispensers, soap dispensers, roll paper holders, toilet seat cover dispensers, sanitary and trash receptacles.

Mobile Modular will not include fire protection related items, sprinklers, alarms, heat detectors or intrusion alarm systems.

Mobile Modular will not include signage

Additional exclusions and inclusions may apply.

Pricing does not include sales tax.

EXHIBIT C

Supplemental Lease Terms and Conditions for the Lease of Portable Buildings, dated June 8, 2023 (the "Agreement"), between Mobile Modular Management Corporation ("Lessor") and Oakland Unified School District ("Lessee")

A. ENTIRE AGREEMENT: The purpose of this Exhibit C is to clarify the obligations of the parties listed above regarding the lease of Lessor's personal property. As such, this Exhibit C is hereby incorporated in its entirety into the Agreement referenced above, as Exhibit C.

B. SITE REQUIREMENTS AND CONDITIONS: Prior to the delivery of the Equipment, Lessee shall (i) provide a suitable dry area for installation ("Site"), with a minimum soil load bearing capacity of 2,500 psf, (ii) correct Site conditions, (iii) provide a level Site with no more than a 1" slope per 10 feet in any direction, (iv) provide clear and unencumbered access for delivery and removal by standard truck, (v) locate or accurately mark-out underground utilities or other subsurface obstructions, (v) obtain all required permits (other than transportation), (vi) provide safe Site conditions, (vii) remove snow and water from and about the Site, (viii) ensure the timely and proper performance of other work by Lessee or its other subcontractors, (ix) obtain any landlord waivers or zoning approvals; or (x) obtain state and local licenses required by law (collectively, "Lessee Delays"). If Lessee fails to comply with the preceding conditions then Lessor, without penalty or prejudice, shall be entitled to an extension of time to complete its work. Any increases in price assessed against Lessor by Lessor's subcontractors or suppliers due to Lessee's failure to comply will be borne by Lessee. Once delivered, the Lessee is prohibited from moving or relocating the Modular Building. If the Modular Building requires re-leveling during the Lease Term or any extension thereof due to a change in Site conditions, the effects of weather or the weight of Lessee's personal property, Lessee is responsible for all related charges.

C. LOSS OR DAMAGE: Upon delivery and until the ("Equipment") leased under this Agreement is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold Lessor harmless from any loss resulting from theft, destruction, vandalism, misuse, abuse, or damage to the Equipment and any contents within the Modular Building. Should any of the Equipment damaged be capable of repair, at Lessee's cost and expense the Equipment shall be repaired and restored to its condition existing at time of delivery. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed (collectively, "Total Loss"), as determined by Lessor, the Agreement will not terminate and Lessee's obligation to pay monthly rent shall continue until such time Lessor receives payment of the full Insurance Value of the Equipment from Lessee's insurance carrier or directly from Lessee's account. Lessee shall remain responsible for all charges and fees related to the demobilization, removal and regulated disposal of any Equipment determined to be a Total Loss.

D. INSURANCE: Commencing at time of delivery and extending through the removal of the Equipment from the Site by Lessor, Lessee shall provide and maintain at its expense throughout the Initial Lease Term and any extensions thereof (as defined in the Agreement) and any extension or renewal thereof, insurance covering the loss, theft, destruction, or damage of the Equipment in an amount not less than the Insurance Value for the Equipment as indicated in the table below, with an endorsement to the policy 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), with an endorsement to the policy naming Lessor as an additional named insured. All insurance shall be in a form wholly acceptable to Lessor. The policies must contain cross-liability endorsements and must insure Lessee's performance of the indemnity provisions set forth in this Agreement, including those set forth in the Exhibit C, 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 certificates of insurance proving the existence of all policies meeting the above requirements prior to the delivery of any Equipment (and if not feasible, in no case later than 7 days after Equipment delivery). Lessee's delay or failure to provide any insurance certificates or endorsements to the policy does not diminish or waive the liability or obligations of the Lessee under this Agreement. Upon written request, Lessor shall provide Lessee its standard certificate of insurance evidencing Commercial General Liability, Auto Liability and Workman's Compensation, effective during and for Lessor's work at the Site. Lessee (and owner), via endorsement, shall be named as an additional insured with respect to Commercial General Liability and Auto Liability. Lessor's insurance will be primary for its work under the Agreement.

EQUIPMENT:

Item Description	Reference Lease Number(s)	Quantity	Insurance Value (Each Building)
Classroom, 24x40 DSA (Item1002) (LH)	210048756	4	\$42,750.00
Classroom, 24x40 DSA (Item1001) (RH)	210048756	9	\$42,750.00
Restroom, 12x40 DSA (Item1003) (BSG)	210048756	1	\$98,750.00
Classroom, 48x40 DSA (NonStd)	210048756	1	\$128,700.00
Classroom, 24x40 DSA II (Item2001)	210048756	1	\$105,000.00

E. BILLING AND PAYMENT: The first monthly billing period will commence with Lessor's substantial completion of its work for installation of the Modular Building allowing for Lessee's beneficial occupancy and use, excluding delays or the non-performance of work or obligations by Lessee, Lessee's subcontractors or municipal agencies, but such billing period shall not commence prior to December 20, 2023. Subsequent rental invoices will be issued monthly thereafter until the Equipment is returned to Lessor. The initial invoice shall include one-time charges related to the delivery and installation of the Equipment, the first month of rent for the Equipment, plus any tax or personal property expense charges, if applicable. Upon return of the Equipment, rent will be pro-rated in half month increments. If Equipment is returned within the first 15 days of the billing period, rent will be due for the first half of the billing period; if Equipment is returned between the 16th and 30th days of the billing period, rent will be due for the entire billing period. Upon return of the Equipment to Lessor, Lessee shall be invoiced one-time charges related to the demobilization and return of the Equipment along with any applicable charges for damage or missing items, pursuant to Section F below. Lessor shall not be bound to any requirements under Lessee's prime contract. To the extent applicable, Lessor expressly rejects all such requirements including, but not limited to, retention, the incorporation (in text or by reference) flow down provisions, prime contract plans, drawings or specifications, MBE/WBE participation, waivers of subrogation, applications for payment, the use of third-party payment portals, schedules of values or lien releases related to the payment of invoices. Payment by owner or any third party to Lessee shall not be a condition precedent to Lessee's payment of Lessor's invoices. Unless otherwise agreed to by Lessor, in writing (or unless otherwise required by law), all labor and pricing is non-union and non-prevailing/Davis-Bacon Payment for each invoice is due Net 30 days from the invoice date (reference EPA Title 40 CFR parts 260-273 and OSHA 29 CFR 1910.20). The Modular Building is personal property and will not be considered real property by any means of specification, value, configuration or installation. Lessee does not acquire any interest or ownership in the Modular Building by length of Lease Term or payment of rental hereunder.

F. MAINTENANCE AND REPAIRS; EQUIPMENT CONDITION AND RETURN: Lessor shall bear the expense of all Equipment repairs (to be performed during Lessor's normal business hours) that it determines are indicative of normal wear and tear or defects in the Equipment. Any costs or expenses for repairs to the Equipment caused by or associated with Lessee's abuse, misuse or neglect or Lessee's failure to promptly advise Lessor of any structural or mechanical component in need of repair shall be borne by Lessee. Lessee shall grant entrance and clear unobstructed access for said repairs. If Lessee does not grant entrance and 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. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessee shall remain responsible for all work and expense to return the Modular Building to the same specification and code compliance as when delivered. Lessee shall maintain the Modular Building in good condition and repair, normal wear and tear excluded, in accordance with Lessor's Service Guide, which is attached hereto and incorporated herein by reference (<https://www.mobilemodular.com/resources/product-guides>). In addition, Lessee is responsible for all insect extermination; rodent damage and eradication; water infiltration and mold caused therefrom; improper ventilation and the effects thereof; and diverting water from the perimeter of and underneath the Modular Building. Prior to the return of the Equipment, Lessee shall disconnect all utilities, remove all appendices not provided by Lessor, remove all personal property from inside the Modular Building, and provide clear and unencumbered access for the demobilization and removal of the Modular Building by standard truck. Any Lessee personal property left in the Modular Building will be deemed abandoned and subject to disposal. Site conditions, no matter how caused, that differ from that when the Modular Building was delivered are the sole responsibility of Lessee. The Agreement will not terminate and Lessee's obligation to pay monthly rent shall continue until such time Lessor is provided clear and unencumbered access for the removal of the Modular Building by standard truck. Lessor shall not be responsible to correct any damage to curbs, landscaping, shrubbery or asphalt resulting from its demobilization and removal of the Modular Building. Following the return of the Equipment, an inspection will be performed by Lessor. If such inspection reveals that the Equipment is damaged beyond normal wear and tear, not properly maintained, has damaged or missing components or accessories, Lessee will be charged for repairs, and/or replacement required to return the Equipment to its standard condition. The effects of hazardous substances (reference EPA Title 40 CFR parts 260-273 and OSHA 29 CFR 1910.20) are not considered normal wear and tear.

If at any time the Modular Building shows evidence of storage or contamination by hazardous substances, Lessee shall pay for independent sampling tests conducted by a licensed inspector and provide Lessor the results. If the results confirm the Modular Building was contaminated during Lessee's rental term, Lessee shall, at its sole cost and expense, be required to restore the Modular Building to an uncontaminated condition proven by retest or pay Lessor the full Insurance Value of the Modular Building and self-arrange for its lawful disposal.

G. WARRANTIES; DISCLAIMER. Lessor warrants to Lessee that the Modular Building, when delivered and set up, will be in good condition and repair, be properly set up and comply with all applicable federal and state regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE MODULAR BUILDING, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE, ANY WARRANTY AGAINST INFRINGEMENT, OR OTHERWISE; LESSEE'S SOLE AND EXCLUSIVE LIABILITY, AND LESSOR'S SOLE AND EXCLUSIVE REMEDY, FOR THE FAILURE OF THE MODULAR BUILDING PROVIDED HEREUNDER TO CONFORM WITH ANY WARRANTY SET FORTH HEREIN SHALL BE THAT LESSOR, AT ITS ELECTION, MAY REPAIR OR REPLACE THE COMPONENT OF THE MODULAR BUILDING THAT FAILS TO SATISFY SUCH WARRANTY.**

H. COMPLIANCE WITH LAW: Lessee assumes all responsibility to obtain and maintain any and all licenses, clearances, permits (except transportation) and other certificates as may be required for the installation, operation, possession, lawful use and occupancy of the Equipment. The Modular Building may not be used for residential or dormitory purposes unless Lessor has expressly specified, in writing, that the Modular Building has been manufactured or modified to meet that specific level of R Code. 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; and to indemnify, defend and hold Lessor harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

I. LESSEE DEFAULT: Each of the following shall constitute an "Event of Default": (i) Lessee's failure to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Lessor to Lessee; (ii) any representation or statement made or furnished to Lessor by Lessee proves to have been false in any material respect when made or furnished; (iii) loss, theft, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (iv) 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. Upon the occurrence of any Event of Default and any time thereafter, Lessor may, with 30-day notice, exercise one or more of the following remedies: (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, by any means, 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) 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; and (6) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default.

LESSOR DEFAULT: Each of the following shall constitute an "Event of Lessor Default": (i) Lessor becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (ii) Lessor makes an assignment for the benefit of its creditors; (iii) files or has filed against it, voluntary or involuntary, a petition under the United States Bankruptcy Code or any successor statute unless such petition is stayed or discharged within ninety (90) days; (iv) Lessor has a receiver appointed with respect to all or substantially all of its assets; and (v) Lessor fails to fulfill any of its material obligations under this Lease (including all representations and warranties herein) and fails to commence cure of such failure within ten (10) days of receipt of written notice of same from Lessee. Lessee may exercise any remedies available to it at law or in equity, and/or may terminate this Lease immediately for cause and without penalty.

J. 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. The Modular Building and services associated therewith are "commercial items" as defined in FAR 2.101.

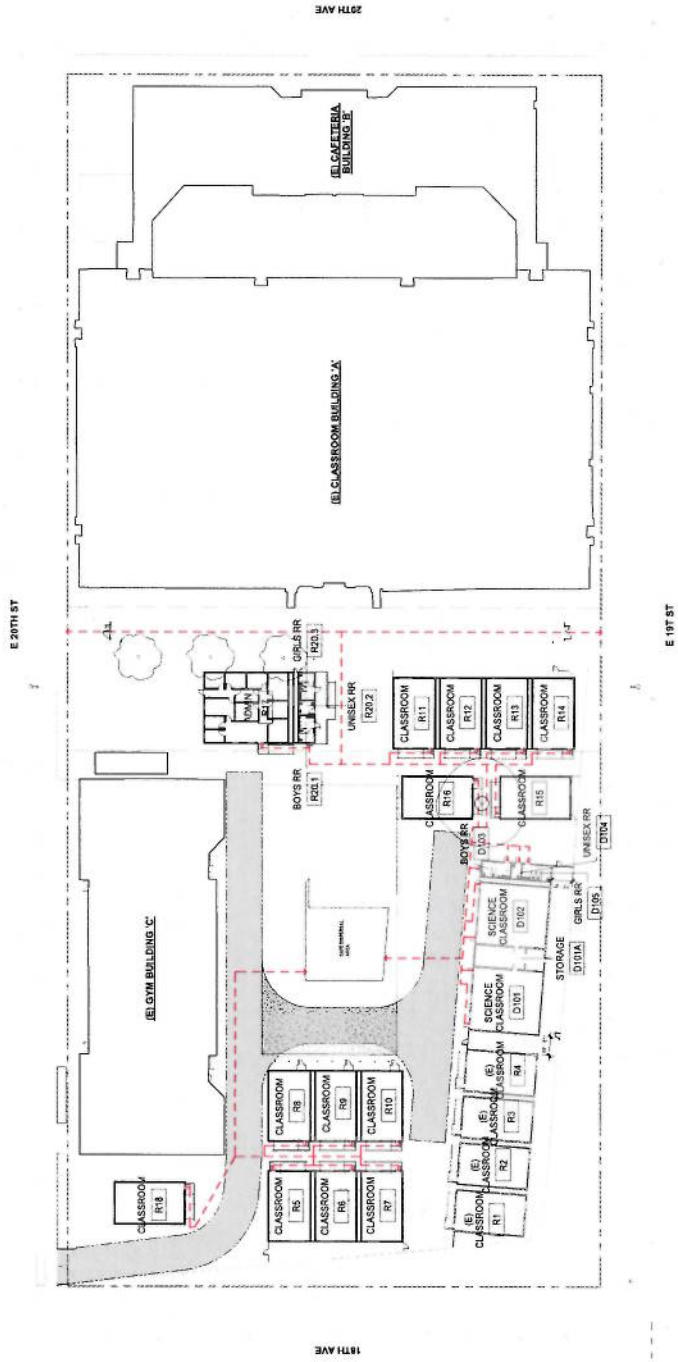


EXHIBIT D



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (714) 620-1571

CHANGE RIDER

To be attached to and form a part of surety bond number 024266950, dated the 26th day of April, 2023, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of McGrath RentCorp dba Mobile Modular Management Corporation, as principal (the "Principal"), in favor of Oakland Unified School District, as obligee (the "Obligee").

The Principal and the Surety hereby consent to changing the attached bond as follows:

Amend the scope of work to: Mobile Modular Management Corporation shall design, construct, supply, and install thirteen (13) classroom portables 24'x40', one (1) admin portable 48'x40', and one (1) restroom portable 12'x40' Boys/staff/girls. These fifteen (15) Division of State Architect (DSA) PC portable Buildings at Roosevelt Middle School for the duration of Thirty-Six (36) months including the delivery and installation of standard ramp, wood foundation for level site only, and skirting for building. Ramp skirting is optional for a fee. For further details about the scope of work see Exhibit B, incorporated by reference herein.

This change is effective 26th day of April, 2023. The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 10th day of May, 2023.

WITNESS / ATTEST:

McGrath RentCorp dba Mobile Modular Management Corporation
(Principal)

By: _____ (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact
Edith Garibay

ACCEPTED:

Oakland Unified School District
(Obligee)

By: _____ (Seal)
Name:
Title:

Date: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 05-10-2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared EDITH GARIBAY -----

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<p>Method of Signer Identification</p> <p>Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)</p> <p>Notarial event is detailed in notary journal on: Page # _____ Entry # _____</p> <p>Notary contact: _____</p>
<p>Other</p> <p><input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)</p> <p><input type="checkbox"/> _____</p>



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205133-024013

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edith Garibay, Eugene T. Zondlo, Kim E. Heredia

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of May, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 024266950

Premium: Included in Performance Bond.

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and McGrath Rent Corp dba Mobile Modular Management Corporation, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

Mobile Modular Management Corporation, 5700 Las Postas Rd, Livermore, CA, 94551, for the Roosevelt Middle School Modernization Project, the scope consists of but not limited to: provide and install eleven(11) classroom portables 24'x40', one admin portable 48'x40', one restroom portable 12'x40' Boys/staff/girls, and one fire rated classroom 24'x40' relocatable portables for 36 months rental duration,

which said agreement dated June 8, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Million Twenty-Four Thousand Four Hundred Twenty-Seven Dollars (\$1,024,427.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 26th day of April, 2023.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

McGrath RentCorp dba Mobile Modular
Management Corporation
Principal

By: *Carrie Howard*

Liberty Mutual Insurance Company
Surety

790 The City Drive South, Suite 200
Orange, CA 92868

By: *[Signature]*
Attorney-in-Fact

Edith Garibay

The above bond is accepted and approved this _____ day of _____.

See attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

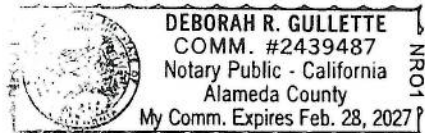
State of California
County of Alameda

On 28 April 2023 before me, Deborah R Gullette - Notary Public
(insert name and title of the officer)

personally appeared Carrie Gerard
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Deborah R Gullette (Seal)

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 04-26-2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)


personally appeared EDITH GARIBAY -----

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

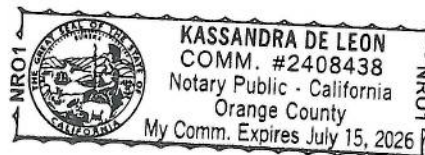
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



 KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205133-024013

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edith Garibay, Eugene T. Zondlo, Kim E. Heredia

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of April, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSI/R@libertymutual.com

PERFORMANCE BOND

Bond Number: 024266950

Premium: \$6,851.00

KNOW ALL MEN BY THESE PRESENTS that we, McGrath RentCorp dba Mobile Modular Management Corporation as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Million Twenty-Four Thousand Four Hundred Twenty-Seven Dollars (\$1,024,427.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 8, 2023, for construction of

Mobile Modular Management Corporation, 5700 Las Postas Rd, Livermore, CA, 94551, for the Roosevelt Middle School Modernization Project, the scope consists of but not limited to: the provide and install eleven(11) classroom portables 24'x40', one admin portable 48'x40', one restroom portable 12'x40' Boys/staff/girls, and one fire rated classroom 24'x40' relocatable portables for 36 months rental duration, (the "Contract").

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the

Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 26th day of April, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

Cynthia Kootz
(Individual Principal)

5700 Las Positas Road
(Business Address)
McGrath RentCorp dba Mobile
Modular Management Corporation

(Affix Corporate Seal)

By: Lami Gerard
(Corporate Principal)

5700 Las Positas Rd.
Livermore, CA 94551
(Business Address)

(Affix Corporate Seal)

Liberty Mutual Insurance Company
(Corporate Surety)

790 The City Drive South, Suite 200
(Business Address)

Orange, CA 92868

By: [Signature]

Edith Garibay, Attorney-in-Fact

The rate of premium on this bond is \$7.20 per thousand*
* for the first \$500k and \$4.80 per thousand for the remainder. Plus 12% additional time surcharge.

See Attached

The total amount of premium charged is \$6,851.00.

The above must be filled in by Corporate Surety.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

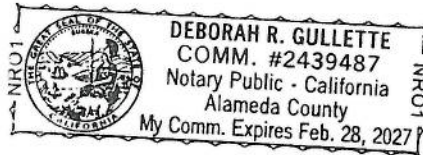
On 28 April 2023 before me, Deborah R Gullette - Notary Public
(insert name and title of the officer)

personally appeared Carrie Gerard
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah R Gullette (Seal)



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 04-26-2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared EDITH GARIBAY -----

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Mobile Modular Management Corporation

Name of Contractor

Carrie Gerard
Signature

Carrie Gerard

Print Name

4-28-23

Date

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)): *[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]*
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 4-28-23

Carrie Gerard
Signature

Name: Carrie Gerard

Title: Regional Sales Manager

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: Mobile Modular Management Corporation
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 4-28-23

Signature: Carrie Gerard
Typed Name: Carrie Gerard
Title: Regional Sales Manager
Contractor: Mobile Modular Management Corporation

IRAN CONTRACTING ACT CERTIFICATION

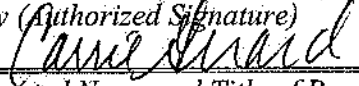
(Public Contract Code sections 2202-2208)

(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Proposer Name/Financial Institution (Printed)</i> Mobile Modular Management Corporation		<i>Federal ID Number (or n/a)</i> 94-2579893
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Carrie Gerard - Regional Sales Manager		
<i>Date Executed</i> 4-28-23	<i>Executed in</i> Livermore, CA	

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

NONCOLLUSION DECLARATION

Owner: Oakland Unified School District
Contract: Modernization
Site: Roosevelt Middle School

The undersigned declares:

I am the Regional Sales Manager of Mobile Modular Management Corporation party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 28, 2023 at Livermore [city], CA [state].



Signature

Carrie Gerard

Print Name

SUFFICIENT FUNDS DECLARATION

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Modernization
Site: Roosevelt Middle School

I, Carrie Gerard, declare that I am the Regional Sales Manager
[insert title] of Mobile Modular Management Corporation, the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit Mobile Modular Management Corporation [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that Mobile Modular Management Corporation [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 28 2023, at Livermore [city],
CA [state].

Date: 4-28-23

Carrie Gerard
Signature
Print Name: Carrie Gerard
Print Title: Regional Sales Manager

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Mobile Modular Management Corporation

Name of Contractor

Carrie Gerard
Signature

Carrie Gerard

Print Name

4-28-23

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of
Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

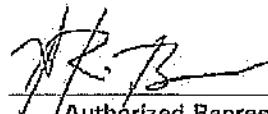
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

74445 (10/99)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2023

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 (LA) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: PHONE (A/C, No, Ext): 949-250-7172 FAX (A/C, No): 949-852-9762 E-MAIL ADDRESS:	
	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: National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C: Bridgeway Insurance Company	12489
	INSURER D: AGCS Marine Insurance Company	22837
	INSURER E:	
	INSURER F:	

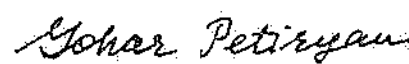
COVERAGES CERTIFICATE NUMBER: 74113142 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD: 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 <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	72CESOF7559 Ded, \$25,000	4/30/2023	4/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED. EXP. (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED, AUTOS <input checked="" type="checkbox"/> NON-OWNED, AUTOS ONLY	<input checked="" type="checkbox"/>	5425651 HAPD - \$100K limit Comp&Coll Ded:\$250	3/1/2023	3/1/2024	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
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/>	8EA7XL0002307 - \$2M Limit SEE ATTACHED	4/30/2023	4/30/2024	EACH OCCURRENCE \$50,000,000 AGGREGATE \$50,000,000 \$
B	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	WC015852320 (CA) WC015852321 (AOS)	3/1/2023 3/1/2023	3/1/2024 3/1/2024	<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
D	Tenant Liability		MXI93076389	4/30/2023	4/30/2024	\$1,000,000 Limit / \$100,000 Deductible

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

Re: Contract #210048756, Project #19101 - Roosevelt Middle School Modernization, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA 94606
 Oakland Unified School District is named as additional insured per attached endorsement. Coverage is primary and non-contributory per attached endorsement. 30 day notice of cancellation applies per attached endorsement.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Gohar Petiryan

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ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services (LA)		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 Unified School District

ADDRESS: 955 High Street Oakland CA 94601

Named Insured Continued:

Mobile Modular Management Corporation

DBA: Kitchens To Go by Mobile Modular Management

DBA: Mobile Modular Portable Storage

DBA: Mobile Facilities, Inc.

McGrath 180, LLC

Vesta Housing Solutions LLC; DBA: Vesta Modular



ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services (LA)		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 Unified School District
ADDRESS: 955 High Street Oakland CA 94601

Excess Liability Carriers Continued:

Bridgeway Insurance Company NAIC#12489
Policy#8EA7XLD000230706 Eff. 4/30/2023 - 4/30/2024 \$2M Limit
Westchester Surplus Lines Insurance Company NAIC10172
Policy#G47403479001 Eff. 4/30/2023 - 4/30/2024 \$3M Limit
Steadfast Insurance Company NAIC#26387
Policy#AEC417431903 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Continental Casualty Company NAIC #20443
Policy#7037149355 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Landmark American Insurance Company NAIC#33138
Policy#LHA102231 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Homesite Insurance Company NAIC#17221
Policy#CXS13700970602 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Aspen American Insurance Company NAIC#43460
Policy#CX00CAG23 Eff. 4/30/2023 - 4/30/2024 \$20M Limit
Endurance Insurance Company NAIC#10641
Policy#ELD30001663603 Eff. 4/30/2023 - 4/30/2024 \$5M Limit

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.

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed 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.	

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



- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

MOBILE MODULAR MANAGEMENT CORPORATION

By: Carrie Girard
Its: Regional Sales Manager

Dated: 4-28-23

APPROVED AS TO FORM: Limited Approval

By: [Signature]
OUSD Facilities Legal Counsel

Dated: 5/15/23

LESSOR: Mobile Modular Management Corporation
School: Roosevelt Middle School Modernization
Funding: Fund 21 Building Fund, Measure Y

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of
Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

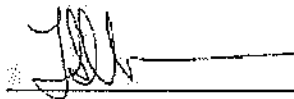
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or Countersignature (in States Where Applicable)

87950 (10/05)



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Modernization Project	Site	212
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	Mobile Modular Management Corp	Agency's Contact	Carl Yeremian
OUSD Vendor ID #	002892	Title	Project Manager
Street Address	5700 Las Positas Rd	City	Livermore
Telephone	925-453-3118	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	19101	Zip	94550

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-8-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-20-2027
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$1,024,427.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
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.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9787	Fund 21, Measure Y	210-9655-0-9787-8500-6250-212-9180-9906-9999-19101	625C	\$1,024,427.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	5-15-23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, approved as to form (limited)	Date Approved	5/15/23	
3.	Chief Business Officer, Facilities Planning and Management				
	Signature	Date Approved	5/15/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			