Title: Emergency Vehicle Operations Course Modular Office Supplemental Agreement with Mobile Modular Management Corporation

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager’s designee to execute a Supplemental Agreement with Mobile Modular Manufacturing Corporation for the addition of a second Emergency Vehicle Operations Course (EVOC) modular office and increasing the Agreement by $99,000 for a total amount not to exceed (NTE) amount of $198,000.

Contact: Edward Russell, Loss Prevention Manager, (916) 808-2276, Human Resources

Presenter: None

Attachments:
1-Description/Analysis
2-Supplemental Agreement
Description/Analysis

**Issue Detail:** The City has a need for additional modular office space at the Emergency Vehicle Operations Course (EVOC). This Supplemental Agreement adds a 36-month lease of a classroom-style modular unit to the existing Agreement C2019-1386 and expands the NTE amount of $99,000 to $198,000.

**Policy Considerations:** This amendment to a non-professional services agreement must be approved in accordance with the provisions of Article II of Chapter 3.64 of the City Code.

**Economic Impacts:** None

**Environmental Considerations:** The proposed action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15061 (the commonsense exemption). The project consists of the installation of a 24 x 60 foot structure that will not impact the environment.

**Sustainability:** Not applicable

**Commission/Committee Action:** None

**Rationale for Recommendation:** The City is making necessary upgrades to the outdated facilities at the EVOC location. Contract #2019-1386, executed September 10, 2019 with Mobile Modular Management Corporation, was established for the set-up, removal, and 36-month unit lease of a modular office at the EVOC location. Because a second classroom style modular unit is also needed to support EVOC activities, this supplemental agreement expands the current contract to include set-up, removal, and 36-month lease of a second, classroom style modular unit.

**Financial Considerations:** Funding for the Supplemental Agreement, which increases the current contract NTE amount by $99,000, for a new total NTE amount of $198,000, will be paid out of the Fiscal Year 2019/20 Risk Fund operating budget and SRDTF MYOP #E08000100 account.

**Local Business Enterprise (LBE):** Not applicable
CONTRACT
ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): 2019-1386  
Supplement/Addendum #: 1
Assessor's Parcel Number(s): 
Contract Effective Date: 
Contract Expiration Date (if applicable): 
$ Amount (Not to Exceed): $198,000.00 
Adjusted $ Amount (+/-): $99,000.00
Other Party: Mobile Modular Management Corporation
Project Title: EVOC Modular Office
Project #: 
Bid/RFQ/RFP #: 
City Council Approval: YES □ if YES, Council File ID#: 2019-01460

Contract Processing Contacts
Department: Human Resources
Contract Coordinator: Cynthia Sprenger
Project Manager: Edward Russell
Email: ERussell@cityofsacramento.org

Department Review and Routing

Accounting: (Signature) (Date)
Supervisor: (Signature) (Date)
Division Manager: (Signature) 9/27/19
Other: (Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
Recording Requested □ Other Party Signature Required □

------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE------------------
The City of Sacramento ("City") and Mobile Modular Management Corporation ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2019-1386, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
   Scope of services is expanding to include lease of a second 24x60 modular unit with 4 offices and handicap accessible restroom for a term of 36 months.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $99,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement's original not-to-exceed</td>
<td>99,000.00</td>
</tr>
<tr>
<td>Net change by previous contract</td>
<td>0</td>
</tr>
<tr>
<td>supplements:</td>
<td></td>
</tr>
<tr>
<td>Not-to-exceed amount prior to this</td>
<td>99,000.00</td>
</tr>
<tr>
<td>contract supplement:</td>
<td></td>
</tr>
<tr>
<td>Increase by this contract supplement:</td>
<td>99,000.00</td>
</tr>
<tr>
<td>New not-to-exceed amount including</td>
<td>198,000.00</td>
</tr>
<tr>
<td>all contract supplements:</td>
<td></td>
</tr>
</tbody>
</table>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement (as mutually agreed upon in Lease Agreements 210044321 and 210044282) shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

[Signature]
Project Manager

Approved By:

[Signature]
Contractor

Approved By:

[Signature]
City of Sacramento

Approved As To Form By:

[Signature]
City Attorney

Attested To By:

[Signature]
City Clerk

Page 4 of 17
## Lease Agreement

**Contract:** 210044282.1  
**Contract Term:** 36 Months  
**Date Printed:** 08/12/2019  
**Start Rent Date:** Date of Delivery

### Customer Information
- **City of Sacramento**  
- 916 1 Street  
- Sacramento, CA 95814  
- Cynthia Sprenger  
- csprenger@cityofsacramento.org  
- (916) 808-5730

### Site Information
- **City of Sacramento**  
- Alert Road  
- Rancho Cordova, CA 95670  
- Cynthia Sprenger  
- asmith@cityofsacramento.org  
- (916) 808-5730

### Customer PO/Reference:
**Exp:**  
**By:**

## Mobile Modular Contact
**Questions?**
- Please Contact: Matt Benas  
- Matt.Benas@mobilemodular.com  
- Direct Phone: (925) 453-3122  
- All other inquiries: (925) 606-5000

## Product Information
<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description</th>
<th>Monthly Rent</th>
<th>Extended Monthly Rent</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office, 24x60 HCD (Item1601)</td>
<td>$860.00</td>
<td>$860.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>4 Offices with Handicap Accessible Restroom. Size excludes 3' towbar. Vinyl wrap panel interior.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ramp, Custom Plan</td>
<td>$257.00</td>
<td>$257.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

### Charges Upon Delivery:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description</th>
<th>Charge Each</th>
<th>Total One Time</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office, 24x60 HCD (Item1601)</td>
<td>$6,555.00</td>
<td>$6,555.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Add Second Restroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Block and Level Building (A6) (PW)</td>
<td>$4,543.00</td>
<td>$4,543.00</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Prevailing Wage Cert. Payroll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Delivery Haulage 12 wide</td>
<td>$685.00</td>
<td>$1,370.00</td>
<td>N</td>
</tr>
<tr>
<td>2</td>
<td>Delivery Haulage Permit 12 wide</td>
<td>$94.00</td>
<td>$188.00</td>
<td>N</td>
</tr>
<tr>
<td>2</td>
<td>Delivery Haulage Pilot 12 wide</td>
<td>$276.00</td>
<td>$552.00</td>
<td>N</td>
</tr>
<tr>
<td>1</td>
<td>Drawings, Wet Stamped, Foundation, Standard</td>
<td>$470.00</td>
<td>$470.00</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Wet Stamped Engineered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Drawings, Wet Stamped, Ramp, Standard</td>
<td>$665.00</td>
<td>$665.00</td>
<td>N</td>
</tr>
<tr>
<td>1</td>
<td>Installation, Ramp Custom Plan (PW)</td>
<td>$3,211.00</td>
<td>$3,211.00</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Prevailing Wage Cert. Payroll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>168</td>
<td>Installation, Skirting, Wood (PW)</td>
<td>$22.00</td>
<td>$3,696.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Prevailing Wage Cert. Payroll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Install Foundation, Tiedown (Bw) (PW)</td>
<td>$152.00</td>
<td>$2,736.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Prevailing Wage Cert. Payroll</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal of Monthly Rent:** $1,117.00  
**Monthly Personal Property Expense (PPE):** $25.50  
**Taxes on Monthly Charges:** $94.26  
**Total Monthly Charges (incl Taxes & PPE):** $1,236.76  
**Subtotal of One-Time Charges upon Delivery:** $23,986.00  
**Taxes On One Time Charges:** $1,071.43  
**Security Deposit:** $0.00  
**Est. Initial Invoice:** $26,294.19

## Charges Upon Return:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description</th>
<th>Charge Each</th>
<th>Total One Time</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Office, 24x60 HCD (Item1601)</td>
<td>$125.00</td>
<td>$250.00</td>
<td>N</td>
</tr>
<tr>
<td>1</td>
<td>Cleaning Fee</td>
<td>$125.00</td>
<td>$125.00</td>
<td>N</td>
</tr>
<tr>
<td>1</td>
<td>Prepare Equipment For Removal (A6) (PW)</td>
<td>$3,408.00</td>
<td>$3,408.00</td>
<td>N</td>
</tr>
<tr>
<td>1</td>
<td>Removal, Ramp Custom Plan (PW)</td>
<td>$2,535.00</td>
<td>$2,535.00</td>
<td>N</td>
</tr>
<tr>
<td>168</td>
<td>Removal, Skirting, Wood (Dispose) (PW)</td>
<td>$8.00</td>
<td>$1,344.00</td>
<td>N</td>
</tr>
<tr>
<td>18</td>
<td>Removal, Tiedown (PW)</td>
<td>$56.00</td>
<td>$1,008.00</td>
<td>N</td>
</tr>
</tbody>
</table>
Variants. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Pricing includes prevailing wage and certified payroll for installation and dismantle work performed on the site.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after significant movement, severe weather or seismic events may be required. Additional charges may be applied as site conditions necessitate.

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

Open Market Pricing: 24' x 60' modular buildings with vinyl tile flooring.

Stairs: Mobile Modular will provide standard 30° fixed height, one-piece metal stairs for the non-ramp doors for no additional charge. Securing stairs to the modular, adjusting stairs to the threshold of the doorway, adjusting the treads, landing or handrails to meet local, state or federal requirements are the sole responsibility of the Customer.

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

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Buildings containing a restroom(s): Restrooms are not self-contained and holding tanks, if required, have not been included. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Support post(s): Please note - this floor plan may have an exposed support post(s) placed on the modline.

Additional charges may be applied as site conditions necessitate.

Support post(s): Please note - this floor plan may have an exposed support post(s) placed on the modline.

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

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Buildings containing a restroom(s): Restrooms are not self-contained and holding tanks, if required, have not been included. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

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

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

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the buildings are to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the buildings on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Special Terms & Important Contractual Information

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

Insurance Requirements

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

**Contract:** 210044282.1  
**Contract Term:** 36 Months  
**Date Printed:** 08/12/2019  
**Start Rent Date:** Date of Delivery

<table>
<thead>
<tr>
<th>Item &amp; Description</th>
<th>Qty</th>
<th>Item Code</th>
<th>Ins. Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, 24x60 HCD (Item 1601)</td>
<td>1</td>
<td>1601</td>
<td>$60,650.00</td>
</tr>
</tbody>
</table>
Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above-named Lessee.

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

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

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

**ATTACHMENT A**

**LEASE TERMS AND CONDITIONS**

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement ("Agreement") and Attachment B (the "Incorporated Provisions"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information." In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor) and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Lessor shall calculate the early termination fee as follows: The monthly rental rate is based on the length of the Lease Term; upon receipt of a request to return the Equipment prior to the expiration of the Lease Term, Lessor will determine what the monthly rental rate would have been for the actual number of months the Equipment has been leased at the time of the return; the difference between the monthly rental rate that has been charged and the rate that would have been charged for the shorter term is the "Rate Differential." The Rate Differential will be multiplied by the number of months the Equipment has actually been leased and the resulting number shall constitute the early termination fee. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions (Attachment B) for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which

City of Sacramento // Mobile Modular Management Corp. Negotiated Lease Terms and Conditions 08-29-19

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shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor’s discretion, should the Lease be extended beyond the Initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

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

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

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

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, to and by any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign, or pledge as security for Lessee’s faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee’s indemnification obligations under Section 12.

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

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

10. LOSS OR DAMAGE. Unless the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 3(b) should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee’s sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of any proceeds from the insurance recovery owed by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

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

12. WAIVER AND INDEMNIFICATION.

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

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

(c) Lessor agrees to indemnify and hold harmless Lessee from and against any Claims resulting from (i) the negligence or willful misconduct of Lessor, its subcontractors, employees or agents; or (2) Lessor's material breach of its obligations hereunder. If the foregoing obligations are not enforceable against Lessor under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against such Claims to the maximum extent permitted by applicable law.

(d) Under no circumstances shall either party be responsible for Claims resulting from the other party's sole or gross negligence or willful misconduct. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence.

13. EVENTS OF DEFAULT.

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

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

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

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

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

17. JURISDICTION.
The venue for a legal action relating to the Lease shall be proper if brought in either the United States District Court for the Eastern District of California or the Sacramento County Superior Court.

18. MEDIATION; ARBITRATION. Lessee and Lessor agree to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before initiating legal action. The parties may extend this term by mutual written agreement. However, if mediation cannot be concluded within 120 days from being requested, the aggrieved party may initiate legal action.

19. CREDIT CARD AUTHORIZATION. Intentionally omitted.

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

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor’s contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 80-1.6); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

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

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.
ATTACHMENT B

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into Lease Agreement 210044282 ("Agreement") entered into between Mobile Modular Management Corporation, a California Corporation, as lessor ("Lessor") and City of Sacramento, as lessee ("Lessee"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

WITNESSETH

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

2. EQUIPMENT CONDITION. Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded) as set forth in the applicable region-specific Service Guide ("Service Guide"), attached hereto as Attachment C. Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor’s prior written consent. Lessor shall provide maintenance and service to the Equipment as set forth in the applicable Service Guide.

3. DELIVERY AND PLACEMENT OF EQUIPMENT. Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "Site"). Lessee warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment and service to the Equipment as set forth in the applicable Service Guide.

   a. ACCESS. Lessee shall provide clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. The Site must be dry, compacted, level, and accessible by normal truck delivery. A level site is hereby defined as follows: Length - no greater than a 4-inch drop in 40 feet; Width - no greater than a 1-inch drop in 8 feet. Additional charges may apply for dry runs, additional labor, or wait-time incurred due to lack of site access or adequate preparation.

   b. LOCATION.

      i. UNDERGROUND ELEMENTS. Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.

      ii. RELOCATION OF EQUIPMENT. Once Lessor has completed the delivery and set up of the Equipment in the location specified by Lessee, should the Equipment require relocation for any reason, Lessor shall be responsible for all charges associated with such relocation. Lessor shall not move the Equipment without the prior written consent of Lessor.

      iii. RE-LEVELING EQUIPMENT. Should the Equipment require re-leveling due to adverse site or weather conditions (wetness, settling, unstable ground, etc.), or adjustment due to personal property (such as furniture, files or equipment) inside the Equipment, Lessee shall be responsible for all related charges.

   c. PIT, GROUND LEVEL OR DEEP SET. When backfilling soil and concrete in the front of the building, Lessee is instructed to use a waterproof barrier to protect the Equipment.

4. RETURN OF EQUIPMENT.

   a. PREPARATION FOR EQUIPMENT REMOVAL. Upon conclusion of the Lease and prior to the scheduled removal of the Equipment, Lessee shall complete the necessary actions to ensure Equipment may be removed by Lessor. Additional charges may apply for any additional labor, waiting time, or dry-runs incurred if the necessary actions are not completed by Lessee prior to the scheduled time of removal. Such actions include but may not be limited to:

      i. Disconnection of all utilities and removal of any items that may hinder the removal of the Equipment by standard methods;

      ii. Removal of all personal property of Lessee from the Equipment. Should any personal property remain in the Equipment upon removal, Lessee consents to Lessor's possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which, including reasonable attorney's fees, shall be the responsibility of the Lessee.
ATTACHMENT B

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

a. STAIRS. (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor’s sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessor shall be responsible for unloading the stairs upon delivery and installing the handrails (as well as disassembling the handrails and loading the stairs for return). (3) In all other states, Lessor’s sole responsibility with respect to any Equipment consisting of modular buildings. If installed, cleaning charges will be based on the condition of the Equipment when returned. If keys are not returned with the Equipment, a charge will be assessed for re-keying. If locks are altered and not returned to their original condition, charges may be assessed.

b. RAMPS. Lessor recommends that Lessee closely review all conditions of impact. Any modification to or failure of Lessee to properly maintain the ramps may result in failure to comply with applicable code.

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

1. The plumbing lines must be flushed clean and Lessee shall ensure that there is no foreign matter in any of the fixtures;

2. Connections of the plumbing to the site shall be properly disconnected and, if applicable, the plumbing manifold should be placed inside the Equipment. Where “no hub fittings” are provided, there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee will be charged for damages to plumbing due to improper disconnection or failure to return plumbing manifolds.

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

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

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

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

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

ii. SITE CONDITIONS. Sloping site or other conditions may impact the use of a prefabricated ramp and require longer ramps or alternate configurations. This may result in additional charges to Lessee. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Lessee’s site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee to ensure that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramps unusable.
ATTACHMENT B

c. RESTROOM/PLUMBING. If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. If a plumbing manifold is provided with the Equipment, Lessee is responsible for assembly of the manifold and for final on-site connections. Lessor makes no guarantee that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks, or other connection-related items.

i. MALFUNCTIONS. Lessee is responsible for any malfunction of lines, valve, piping, etc., related to foreign matter, improper connection of waste/water lines or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment as provided by Lessor.

ii. TEMPORARY/PORTABLE HOLDING TANKS. Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. For Lessee’s comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines.

iii. CONNECTION TESTING AND VERIFICATION. Testing of water for chlorination, pressure, or other items/issues is the responsibility of the Lessee.

d. BUILDINGS. Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.

i. SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS. In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 3' from level grade or have less than a 1000 psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to place, install or remove the classroom on the Lessee’s site due to site obstructions such as fencing, landscaping, other classrooms, etc., Lessee may be responsible for additional charges.

ii. EQUIPMENT LOCATED IN THE STATE OF FLORIDA. Hybrid Campus Maker and Type III B Side Stackable classrooms have a one-hour firewall rating on the long side walls. Penetration of these walls may cause the equipment to lose its one-hour fire rating and the Equipment will not be code compliant.

iii. SEISMIC/WIND. Equipment consisting of either friction based or earth anchor seismic/wind restraint systems are rated for exposure C winds loads as defined on plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans. Lessor recommends that Lessee verify with the local governing authorities that these systems are appropriate for the site. In some cases, additional charges may be incurred by Lessee for custom foundation engineering and additional foundation work.

i. FRICTION BASED SYSTEM. The price quoted is for the rental, installation and removal of the system and is valid for the Initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered plans and calculations for an additional charge. Lessor does not warrant that the Lessee’s site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.

ii. EARTH ANCHORS. Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of the rated number of pounds shown on the applicable engineered plans for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capabilities. Lessor recommends, and local governing authorities may require, that the Lessee provide a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.

iii. DAMAGE AND ADDITIONAL COSTS. At the time of installation of earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee will be responsible for all additional costs, including replacement of broken earth anchors provided that such damage is incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by Lessor. At the time of dismantling, Lessor will cut the straps of the earth anchors in order to remove the Equipment. Lessee then responsible for the removal of the earth anchors from the site.

iv. WARRANTY. The warranty set forth in Section 1 does not apply to any seismic/wind restraint in the event that the Lessee has elected to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundation system.

v. APPROVAL. Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.
ATTACHMENT B

f. MISCELLANEOUS. The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is Lessee’s responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.

g. CABINETRY. The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

h. CARPET. The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute’s Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

6. PHOTOGRAPHY RELEASE. Intentionally omitted.
September 3, 2019

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551

RE: City of Sacramento’s Self Insurance Program
Lease Agreement for Contract #210044282.1 and #210044321.1
July 1, 2019 to June 30, 2020

To Whom It May Concern:

The purpose of this letter is to advise your agency that the City of Sacramento is self-insured under Government Code Section 990.4 for the first $2 million of liability under its general liability and auto liability programs and has obtained excess insurance beyond that limit. The City of Sacramento is also self-insured under Labor Code Section 3700 et seq. for Workers’ Compensation for the first $2 million of liability and has obtained excess insurance beyond that limit.

If you have any questions or concerns regarding the City’s Insurance program, please contact me at (916) 808-5278.

Sincerely,

Patrick Flaherty
Risk Management

cc: Jovy M. Navarro, Risk Management Administration
Cynthia Sprenger, Human Resources Administration

Department of Human Resources
Risk Management Division
(916) 808-5278
915 I Street, 4th Floor
Sacramento, CA 95814
**EVIDENCE OF PROPERTY INSURANCE**

**PRODUCER**
ALLIANT INSURANCE SERVICES, INC.
1301 DOVE STREET
SUITE 200
NEWPORT BEACH, CA 92660
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. OC36861

**COMPANY**
VARIOUS PER ATTACHED SCHEDULE

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**PROPERTY INFORMATION**

**LOCATION / DESCRIPTION**
PENDING RECEIPT OF COMPANY POLICY(IES), THIS DOCUMENTATION IS PROVIDED AS EVIDENCE OF PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR LOCATIONS ON FILE WITH ALLIANT INSURANCE SERVICES.

**COVERAGE INFORMATION**

“ALL RISK” OF DIRECT PHYSICAL LOSS OR DAMAGE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE PER PEPIP MANUSCRIPT POLICY FORM. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

**LIMITS & DEDUCTIBLE ATTACHED FOR THE FOLLOWING:**

- [x] PROPERTY COVERAGE
- [x] BOILER & MACHINERY COVERAGE

**REMARKS (INCLUDING SPECIAL CONDITIONS):**

**CANCELLATION**

SEE ATTACHED

**ADDITIONAL INTEREST**

**NAME AND ADDRESS**

EVIDENCE OF COVERAGE

**NATURE OF INTEREST**

- [ ] MORTGAGEE
- [x] ADDITIONAL INSURED
- [ ] LOSS PAYEE
- [ ] (OTHER) EVIDENCE OF COVERAGE

**SIGNATURE OF AUTHORIZED AGENT OF COMPANY**

[Signature]

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**ISSUE DATE (MM/DD/YY)**
07/01/19