

DOCUMENT 00 4115

BID FORM

TO THE CITY OF FOSTER CITY

THIS BID IS SUBMITTED BY:

Mobile Modular Management Corp.
(Firm/Company Name)

Re: **Recreation Center Modular Buildings Project at 650 Shell Blvd, Foster City, CA. 94404, CIP 301-678**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF FOSTER CITY** in the form included in the Contract Documents, Document 00 5205 (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1115 (Notice Inviting Bids), and Document 00 2115 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder
(1)	4/5/24	Matt Bence

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

(Continued on next page)

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Contract Documents. Quote in figures only, unless words are specifically requested.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Temporary Modular Buildings	1	Lump Sum	\$ 138,543.82	\$ 138,543.82
2.	Temporary Modular Buildings Monthly Rental and Service Fee	22	EA	\$ 10,221.46	\$ 224,872.12
<u>TOTAL</u>				TOTAL BID PRICE	\$ 363,415.94

Total Bid Price:

Three hundred and sixty three thousand, four hundred and fifteen and 94/100.
(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1115 (Notice to Bidders) and Document 00 2115 (Instruction to Bidders).
6. Subcontractors for work are listed on Document 00 4330 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4115 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2115 (Instructions to Bidders) within the times specified therein.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2115 (Instructions to Bidders), in the amount of ten percent of the Total Bid Price and made payable to the **CITY OF FOSTER CITY**.
11. The undersigned Bidder agrees to commence Work on the date established in, and to complete all Work within the time specified in, Document 00 5205 (Construction Services Agreement).
12. The undersigned Bidder agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5205 (Construction Services Agreement) shall be as set forth in Document 00 5205.
13. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and

names of all individual co-partners composing the firm. If Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Mobile Modular Management Corp

licensed in accordance with an act for the registration of Contractors, and with license number: 450299 Expiration: 12/31/24

(Place of Incorporation, if Applicable) (Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Carrie Gerard
(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 5700 Las Positas RD
Livermore CA 94551

Contractor's Representative(s):

Carrie Gerard, Regional Sales Manager
(Name/Title)

Matt Benas, Sales Representative
(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Carrie Gerard, Regional Sales Manager
(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

925 606-9000
(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

4/25/24

END OF DOCUMENT

DOCUMENT 00 4325
BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 450299

Date: _____ Fed I.D. # 94-2579843

Full Corporate Name of Company: McGrath RentCorp and Subsidiaries dba Mobile Modular management Corporation

Street Address: 5700 Las Positas Road Livermore, CA 94551

Mailing Address: 5700 Las Positas Road Livermore, CA 94551

Phone: 925-606-9000 Fax: N/A

Name of Principal Contact: _____

Type of Business: Sole Proprietor Partnership
 Non-Profit 501(c)(3) Corporation
 other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: National Union Fire Insurance Company of Pittsburgh, PA

Address: 1271 Ave of the Americas, FL 37, New York, NY 10020-1304

Phone and Fax: (212) 458-5000

Policy Number: WC015852320 (CA) and WC015852321 (All Other States)

General Liability:

Carrier: Hartford Fire Insurance Company

Address: One Hartford Plaza, Hartford, CT, 06155-0001

Phone and Fax: (866) 467-8730

Policy Number: 72CESOF7559

Policy Limits: \$: \$ 1,000,000 occurrence / \$2,000,000 aggregate

A.M. Best Rating: A+XV

Automobile Liability:

Carrier: National Union Fire Insurance Company of Pittsburgh, PA

Address: 1271 Ave of the Americas, FL 37, New York, NY 10020-1304

Phone and Fax: (212) 458-5000

Policy Number: 5425651

Policy Limits: \$ \$ 1,000,000 Combined Single Limit

A.M. Best Rating: A XV

All-risk Course of Construction (if Required by Document 00 5205 Construction Services Agreement, Attachment C):

Carrier: n/a

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

Carrie Gerard
SIGNATURE

4/23/24
DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.
[2021]_0.82_ [2022]_0.80___ [2023]_0.84_
2. Use Bidder's last year's Cal/OSHA 300/301 log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases 0_____
 - b. Number of medical treatment cases 0_____
 - c. Number of fatalities 0_____
3. Employee hours worked last year 1042,115_____
4. State the name of Bidder's safety engineer/manager: Phill Couto

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: Carrie Stuard
Signature

Its: Regional Sales Manager
Title

Date 4/23/24

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. (Public Contract Code § 4104.)

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number*
QUICK SET CONSTRUCTION CO INC	<i>Setting Modulars</i>	540793	n/a

(Bidder to attach additional sheets if necessary)

* Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH
BID

The undersigned declares:

I am the Regional Sales Manager of Mobile Modular, the party making the foregoing 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 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. 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 4/23/24 [date], at Livermore [city], CA [state].

BIDDER'S SIGNATURE:

Carrie Gerard

NAME/TITLE OF SIGNATORY:

Carrie Gerard, Regional Sales Manager

LEGAL NAME OF BIDDER:

Mobile Modular Management Company

END OF DOCUMENT

DOCUMENT 00 4545

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 9 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for worker's 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.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. I further certify that Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF SKILLED AND TRAINED WORKFORCE PROGRAM

By my signature here, Pursuant to Public Contract Code section 2602 and if and to the extent otherwise required by law, as the contractor, I certify that contractors and subcontractors at every tier will comply with the Skilled and Trained Workforce Requirements of Public Contract Code Chapter 2.9 (Sections 2600 through 2603). Contractor also understands and acknowledges that it shall provide the Owner a monthly report, in the form appended to Document 00 4645 or a substantially similar form, demonstrating compliance with the Skilled and Trained Workforce Requirements listed in Public Contract Code Chapter 2.9 (Sections 2600 through 2603). If Contractor fails to provide the monthly report, or a report that is incomplete, Owner will withhold future payments until a complete report is provided. The definitions, obligations, rights and remedies set forth in Public Contract Code Section 2600-2603 are hereby incorporated by reference and made a part of this agreement.

5. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code, Contractor, and Subcontractors, and am eligible to bid and work on public works projects.

6. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

7. **CERTIFICATION OF NON-DISQUALIFICATION**

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

8. **CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

9. **CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION**

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4330 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** _____ . Subcontractors' registration numbers are as indicated in Document 00 4330.

BIDDER:

Mobile Modular Management Corporation
(Name of Bidder)

Date: 4/23/24, [20]

By: Carrie Gerard
(Signature)

Name: Carrie Gerard
(Print Name)

Its: Regional Sales manager
(Title)

END OF DOCUMENT

DOCUMENT 00 4548

IN-USE OFF-ROAD DIESEL-FUELED FLEETS
CERTIFICATION

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. Certification of Compliance. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. Instructions. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:

Mobile Modular Management Corporation
(Name of Bidder)

Date: 4/23/, 2024

By: Carrie Gerard
(Signature)

Name: Carrie Gerard
(Print Name)

Its: Regional Sales Manager
(Title)

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MCGRATH RENTCORP AND SUBSIDIARIES		
	2 Business name/disregarded entity name, if different from above DBA Mobile Modular Management Corp		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 5700 LAS POSITAS ROAD		Requester's name and address (optional)
	6 City, state, and ZIP code LIVERMORE, CA 94551		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
9	4	-	2	5	7	9	8	4	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/03/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2023

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:	
INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551		INSURER(S) AFFORDING COVERAGE	
		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: 76177058

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED 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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			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/A	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"/> OTHER 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)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

Gohar Petiryan

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ACORD 25 (2016/03)

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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: Proof of Insurance

ADDRESS:

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: Proof of Insurance

ADDRESS:

Excess Liability Carriers Continued:

- Bridgeway Insurance Company NAIC#12489
Policy#8EA7XL000230700 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
- Columbia Casualty Company NAIC #31127
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 American Specialty Insurance Company NAIC#41718
Policy#ELD30001663603 Eff. 4/30/2023 - 4/30/2024 \$5M Limit

**CERTIFIED
CLEAN IDLE**



00000194373

PACCAR

PART# Y53-1075



4/25/24

3 Sample Contracts of Similar Scope

Berkeley Unified School District
(14) 24x40 DSA classroom buildings, (1) 12x40 restroom building
12 month rental term
Delivery 2024
John Calise
510-644-8963
facilites@berkeley.net

Oakland Unified School District
(13) 24x40 DSA classroom buildings, (1) 48x40 classroom building, (1) 12x40 restroom building
36 month rental term
Delivery 2024
Mary Ledezma
510-499-4447
mary.ledezma@ousd.org

Navigator Schools (Charter School). Hayward, CA
(3) 24x40 classroom buildings
Purchase contract
Delivery 2024
Caprise Young
408-843-4107
caprice.young@navigatorschools.org

800.944.3442
MobileModularRents.com

Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
T 925.606.9000
F 925.453.3201

Southern California
11450 Mission Blvd
Mira Loma, CA 91752
T 951.360.6600
F 951.360.6622

Texas
4445 East Sam Houston Pkwy S
Pasadena, TX 77505
T 281.487.9222
F 281.487.1289

Florida
PO Box 470817
Celebration, FL 34747
T 407.873.1431
F 800.295.8036



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-438425
Date of Quote	03/13/2024
Quote Expiration Date:	
Lease Term:	22 Months
Lessee PO#:	

Lessee Name and Billing Address	Site Information	Lessor Name
Foster City Parks and Rec ("Lessee") 650 Shell Boulevard Foster City, CA 94404 Estelle Gobrera Phone: 1 (650) 286-3389 egobrera@fostercity.org	Estelle Gobrera 670 Shell Boulevard Foster City, CA 94404 Cell: 1 (650) 286-3389 egobrera@fostercity.org	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Matt Benas Direct Phone: 1 (925) 453-3122 matt.benas@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Classroom, 24x40 DSA (Item1001) (RH) (Right Hand Door Configuration.Open plan.Tackboard interior.)	2	\$1,341.00	\$2,682.00	Y
RNT, Ramp	2	\$368.00	\$736.00	Y
Classroom, 48x40 DSA (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)	1	\$3,232.00	\$3,232.00	Y
RNT, Ramp	1	\$368.00	\$368.00	Y
Restroom, 12x40 HCD (Item1094)(BG) (Boy/Girl or Male/Female.Configuration and Fixture Count Varies.Size excludes 3' towbar.No windows.)	1	\$1,828.00	\$1,828.00	Y
RNT, Ramp	1	\$478.00	\$478.00	Y
Equipment and Accessories Monthly Subtotal:				\$9,324.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA (Item1001) (RH) (Right Hand Door Configuration.Open plan.Tackboard interior.)				
Delivery	4	\$1,195.00	\$4,780.00	N
Delivery Pilot	4	\$525.00	\$2,100.00	N
Delivery Permit	4	\$144.00	\$576.00	N
Block and Level Building	2	\$8,332.00	\$16,664.00	N
Essential Material Handling Fee	4	\$1,037.00	\$4,148.00	N
Delivery Haulage Fuel	4	\$27.00	\$108.00	N
RNT, Install	2	\$1,512.00	\$3,024.00	N
Modification (In House Labor) (Std Alone Fire Alarm)	2	\$1,702.00	\$3,404.00	Y
Modification (In House Labor) (Mini Blinds)	4	\$334.00	\$1,336.00	Y
Classroom, 48x40 DSA (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)				
Delivery	4	\$1,195.00	\$4,780.00	N
Delivery Pilot	4	\$525.00	\$2,100.00	N
Delivery Permit	4	\$144.00	\$576.00	N



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Block and Level Building	1	\$15,110.00	\$15,110.00	N
Essential Material Handling Fee	4	\$1,037.00	\$4,148.00	N
Additional Labor, Rolling On Delivery	1	\$3,780.00	\$3,780.00	N
Delivery Haulage Fuel	4	\$27.00	\$108.00	N
RNT, Install	1	\$1,512.00	\$1,512.00	N
Modification (In House Labor) (Std Alone Fire Alarm)	2	\$1,702.00	\$3,404.00	Y
Modification (In House Labor) (Mini Blinds)	4	\$334.00	\$1,336.00	Y
Restroom, 12x40 HCD (Item1094)(BG) (Boy/Girl or Male/Female.Configuration and Fixture Count Varies.Size excludes 3' towbar.No windows.)				
Delivery	1	\$811.00	\$811.00	N
Delivery Pilot	1	\$538.00	\$538.00	N
Delivery Permit	1	\$147.00	\$147.00	N
Block and Level Building	1	\$604.00	\$604.00	N
Foundation, Installation	6	\$360.00	\$2,160.00	Y
Foundation, IC Provide Material	6	\$42.00	\$252.00	Y
Essential Material Handling Fee	1	\$75.00	\$75.00	N
Removal, Towbar/Hitch	1	\$211.00	\$211.00	N
Drawings	1	\$1,075.00	\$1,075.00	N
Skirting, Install	104	\$24.00	\$2,496.00	Y
RNT, Install	1	\$1,966.00	\$1,966.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:			\$83,329.00	
Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA (Item1001) (RH) (Right Hand Door Configuration.Open plan.Tackboard interior.)				
Return	4	\$1,195.00	\$4,780.00	N
Return Pilot	4	\$525.00	\$2,100.00	N
Return Permit	4	\$144.00	\$576.00	N
Prepare Equipment For Removal	2	\$4,700.00	\$9,400.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Return Haulage Fuel	4	\$27.00	\$108.00	N
RNT, Removal	2	\$1,512.00	\$3,024.00	N
Classroom, 48x40 DSA (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)				
Return	4	\$1,195.00	\$4,780.00	N
Return Pilot	4	\$525.00	\$2,100.00	N



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Return Permit	4	\$144.00	\$576.00	N
Prepare Equipment For Removal	1	\$9,289.00	\$9,289.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Additional Labor, Rolling On Removal	1	\$3,780.00	\$3,780.00	N
Return Haulage Fuel	4	\$27.00	\$108.00	N
RNT, Removal	1	\$1,512.00	\$1,512.00	N

Restroom, 12x40 HCD (Item1094)(BG) (Boy/Girl or Male/Female.Configuration and Fixture Count Varies.Size excludes 3' towbar.No windows.)

Return	1	\$811.00	\$811.00	N
Return Pilot	1	\$538.00	\$538.00	N
Return Permit	1	\$147.00	\$147.00	N
Prepare Equipment For Removal	1	\$604.00	\$604.00	N
Foundation, Removal	6	\$215.00	\$1,290.00	N
Cleaning Fee	1	\$450.00	\$450.00	N
Installation, Towbar/Hitch	1	\$211.00	\$211.00	N
Skirting, Removal	104	\$20.00	\$2,080.00	N
RNT, Removal	1	\$1,966.00	\$1,966.00	N

Estimated Charges Upon Return Subtotal: \$53,830.00

Total Estimated Charges

Subtotal of Monthly Rent	\$9,324.00
Personal Property Expense	\$0.00
Taxes on Monthly Charges	\$897.46
Total Charges per Month (including tax)	\$10,221.46
Charges Upon Delivery (including tax)	\$84,713.82
Estimated Charges Upon Return (including tax)*	\$53,830.00
Estimated Initial Invoice*	\$94,935.28

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.



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 Lease Term: 22 Months
 Lessee PO#:

Special Notes

Two 24x40 DSA classrooms with carpet tile flooring, one 48x40 DSA classroom with carpet tile flooring and one 12x40 HCD restroom building with vinyl flooring. The buildings will be painted our standard Cale/Mesa Brown colors. Buildings can be painted custom colors for an additional charge.

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

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

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

Restroom buildings: Restrooms are not self-contained. Manifolds are not included and should be supplied, assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Prefab Metal Stairs and 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.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Classroom, 24x40 DSA (Item1001) (RH)	2	
Classroom, 48x40 DSA (NonStd)	1	\$85,500.00
Restroom, 12x40 HCD (Item1094)(BG)	1	\$128,700.00
		\$98,750.00



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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
 Foster City Parks and Rec

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "Accessories" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "Equipment" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this 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, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any 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. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, 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, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and 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 forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
- (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

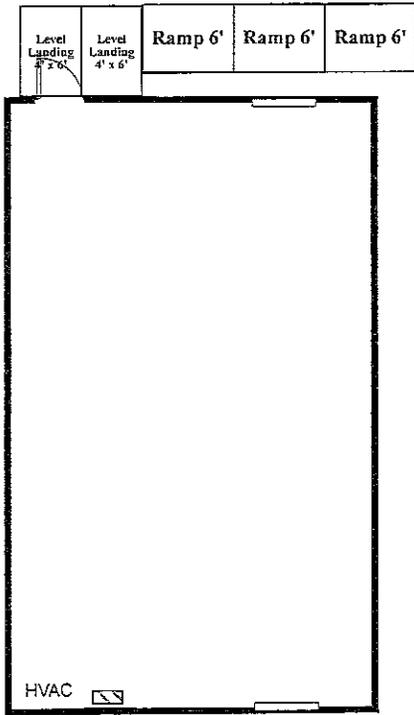
Lease Quotation and Agreement	
Quote #	Q-438425
Date of Quote	03/13/2024
Quote Expiration Date:	
Lease Term:	22 Months
Lessee PO#:	

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

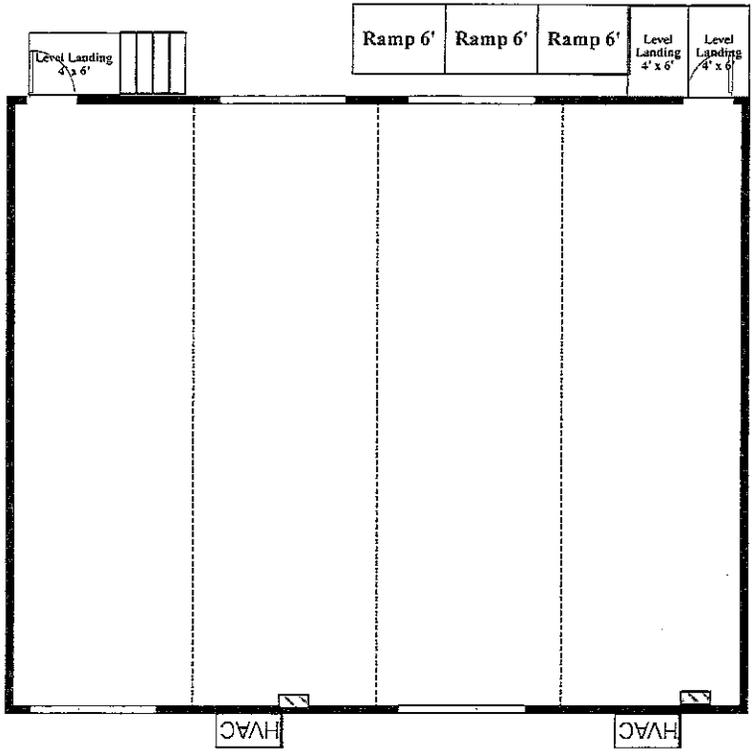
13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to 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 this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

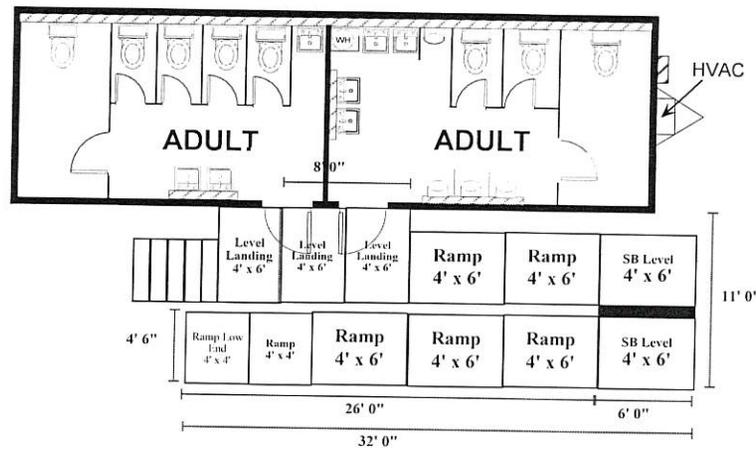
Lease Terms and Conditions, Rev. 07/01/2022



24' x 40' DSK approved
classroom building

48' x 40' DSA approved
Classroom Building





12x40' HCD Restroom Bldg

DOCUMENT 00 4315

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

McGrath RentCorp dba Mobile Modular Management Corporation

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF FOSTER CITY**, as obligee, in the penal sum of **(Dollar Amount In Words)**

Ten Percent of the Total Amount Bid Dollars (\$ 10%) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

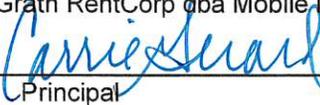
WHEREAS, said Principal is submitting a Bid for Owner Agreement Number **CIP301-678, Recreation Center Modular Buildings Project at 650 Shell Blvd, Foster City, CA. 94404.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Agreement be awarded to said Principal and said Principal shall, within the required periods, enter into the Agreement so awarded and provide any required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00 2115 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 11th day of March, 2024.
(Month)

McGrath RentCorp dba Mobile Modular Management Corporation

(Corporate Seal)

By 
Principal

By RLI Insurance Company
Surety

(Corporate Seal)

By 
Attorney in Fact Edith Garibay, Attorney-in-Fact

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 03-11-2024 before me, Kim Heredia, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Edith Garibay
Name(s) of Signer(s)

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 [Handwritten Signature]
Kim Heredia Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Eugene T. Zondlo, Edith Garibay, William R. Curtis, John F. Monroe, Kim E. Heredia, Kassandra De Leon, Edith Garibay, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 17th day of October, 2023.

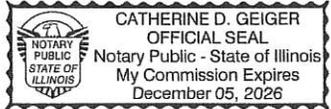


RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 17th day of October, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of March, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick Corporate Secretary

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 April 17, 2024 before me, Deborah R Gullette - Notary Public
(insert name and title of the officer)

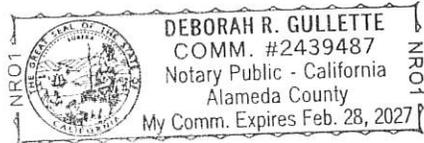
personally appeared Carrie Gerard,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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





4/25/24

Re: Modular Building Project 301-678

Good afternoon:

Thank you for the opportunity to bid on your modular building needs and our bid is enclosed. We have followed the bid package closely, but we have added these clarifications/exceptions to our proposal. Our bid is based on these clarifications and should be considered as part of our proposal:

The restroom building will be HCD approved. In addition, the plumb tree/manifold is not included and should be supplied, assembled and connected by your site plumber. Plumbing and electrical connections to be performed by others also. Paper and soap dispensers, sanitary and trash receptacles are not provided.

The exterior colors for all buildings are our standard Camel/Mesa Brown. The buildings can be painted custom colors for an additional charge.

The stand alone alarms are merely a pull station and horn and are not connected to a central hub or location. The smoke detectors are stand battery detectors and any future battery changes would be the responsibility of the customer. Each classroom will contain a standard fire extinguisher.

If an order is placed this week, we could have the buildings ready for delivery as soon as July 8. Once delivered, set up will take approximately 6-8 work days.

The bid bond has been included. Payment and performance bonds can be provided if we are awarded the project.

We take exception to the skilled and trained workforce program. The set up contractor is a licensed CA contractor and its workers are skilled, trained and experienced in the set up of modular buildings.

Pricing does not include any obstruction removal, site restoration upon building removal, electrical or plumbing connections, furniture, casework, appliances, door stops, phone and/or data lines, gutters, downspouts or tie in, fire sprinklers, temporary power, temporary fencing, traffic control, flagmen, fees associated with inspections, city or county submittals and/or use permits.

Thank you again for the opportunity to provide this proposal. Please contact me for any questions or comments.

Regards,

Matt Benas
Sales Representative

800.944.3442
MobileModularRents.com

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F 925.453.3201

Southern California
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Mira Loma, CA 91752
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F 951.360.6622

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4445 East Sam Houston Pkwy S
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PO Box 470817
Celebration, FL 34747
T 407.873.1431
F 800.295.8036