



A Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

| Site Services Quotation and Agreement | |
|--|------------|
| Quote # | Q-443095 |
| Date of Quote | 05/08/2024 |
| Quote Expiration Date | 05/22/2024 |
| Estimate Del Date | 04/22/2024 |
| Buyer PO#: | |

| Customer Name and Billing Address | Site Information | Contractor Name |
|--|--|--|
| Dekalb County School System ("Customer") 1780 Montreal Road Tucker, GA 30084 Donta Collins Phone #: 1 (678) 676-1200 | Richard Boyd 750 Pine Ridge Drive Tucker, GA 30087 Cell: 1 (678) 676-1483 | Mobile Modular Management Corporation a Division of McGrath RentCorp ("Contractor") Questions? Contact: James Rockmore greg.rockmore@mobilemodular.com Direct Phone: (470) 728-5446 |

| Description of Services | Qty | Unit Price | Extended Price | Taxable |
|---|-----|-------------|---|----------------------------|
| SRSO, Labor () (Plumbing) | 1 | \$30,380.00 | \$30,380.00 | N |
| SRSO, Labor () (Electrical) | 1 | \$43,995.00 | \$43,995.00 | N |
| SRSO, Labor () (Sidewalks/Seed and Straw) | 1 | \$25,705.00 | \$25,705.00 | N |
| SRSO, Labor () (Deck Plans) | 1 | \$2,600.00 | \$2,600.00 | N |
| SRSO, Labor () (Decks and Ramps) | 400 | \$50.00 | \$20,000.00 | N |
| SRSO, Labor () (Deck and Ramp Footings) | 125 | \$250.00 | \$31,250.00 | N |
| SRSO, Labor () (Install Sprinkler) | 1 | \$80,000.00 | \$80,000.00 | N |
| Total Estimated Charges | | | | |
| | | | Subtotal | \$233,930.00 |
| | | | Taxes | \$0.00 |
| | | | <u>Total Charges (including tax)</u> | <u>\$233,930.00</u> |

| Special Notes |
|---------------|
| |

| Additional Information |
|--|
| <ul style="list-style-type: none"> Prices reflected herein are valid for 30 days from date of quote. This transaction is subject to prior credit approval. Credit application and advance payment may be required. Tax amounts reflected herein are estimated based on tax rate at the time of quotation. Tax is subject to change and will be billed at the applicable tax rate at the time of invoicing. Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, union labor or other special or certified wages. |



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This Site Services Quotation and Agreement is entered into by and between Contractor and Customer effective as of the date signed by Customer. This Site Services Quotation and Agreement includes the terms and conditions set forth in the following document (collectively, the "Agreement"), which is incorporated herein by this reference:

- Site Services Terms and Conditions** attached hereto

By signing below, Contractor: (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 Contractor to make appropriate arrangements for to begin the work described 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, Contractor shall generate a Site Services Agreement Number, which shall be referenced on all Contractor invoices.

No document provided by Customer including, without limitation, Customer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Customer Forms**"), nor the terms and conditions associated with such Customer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Customer Forms are signed by an agent or representative of Contractor. The terms and conditions of this Agreement shall prevail over any Customer Forms, and any inconsistent or additional terms and conditions in Customer 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.

CONTRACTOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

CUSTOMER:
 Dekalb County School System

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SITE SERVICES TERMS AND CONDITIONS

1. SCOPE OF WORK. The Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the work ("Work") as described in the Agreement. Contractor's scope of work is further clarified in the Detailed Scope of Work which is attached hereto and incorporated into the Agreement by reference as Exhibit A. The responsibilities of Customer and Contractor are further described in the Delineation of Responsibilities which is attached hereto and incorporated into the Agreement by reference as Exhibit B. All references herein to the Agreement shall be deemed to include the terms, conditions and specifications set forth in Attachment A, Exhibit A and Exhibit B.

2. PRICE AND PAYMENT. The Customer agrees to pay the Contractor for the strict performance of the Work in the amount specified in the Agreement (the "Price"), subject to adjustments for changes in the Work as may be agreed to by the Customer and the Contractor, or as may be required under the Agreement. Unless other billing and payment requirements are specified in the Agreement or in a separate document agreed upon between the parties hereto in writing, Contractor shall invoice Customer upon completion of the Work and Customer agrees to pay Contractor in full within thirty (30) days of the invoice date.

3. TERMINATION. The Customer reserves the right to terminate the Agreement for its convenience upon providing notice in writing to Contractor. In such an event, the Contractor shall be paid its actual costs for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus twenty percent (20%) of all of Contractor's actual and incurred costs for overhead and profit. Should the Customer become insolvent or commit a material breach or default under the Agreement, including but not limited to, failure to pay timely undisputed sums due to the Contractor, and fails to cure such breach or default within ten (10) business days of Contractor providing written notice of same, then the Contractor may terminate the Agreement.

4. PROJECT SCHEDULE. Time is of the essence of each and every provision of the Agreement. The Contractor shall provide Customer with a progress and completion schedule ("Schedule") and shall conform to that Schedule, including any changes to that Schedule agreed to between the Customer and the Contractor or as may be required by circumstances beyond Contractor's control.

5. UNDERGROUND UTILITIES. Customer is responsible for the identification of underground obstructions and/or utilities at the project site in the surrounding area where the Work is to be performed and shall mark such locations above grade, prior to Contractor's commencement of the Work at the project site. Customer shall be responsible for any delays, expense and liability associated with Customer's failure to properly identify and mark such locations prior to commencement of the Work.

6. DIFFERING SITE CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify the Customer in writing of any:

- a) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.
- b) Subsurface or latent physical conditions at the site materially different from those indicated in the Agreement; or
- c) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Agreement.

If the worksite conditions materially differ or involve Hazardous Material, the Customer shall make an equitable adjustment in the Price of the Agreement and the Schedule for such work by agreeing in writing to a change order as provided for herein.

7. CHANGES IN WORK. The Work may be subject to changes by additions, deletions or revisions by the Customer. The Customer shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders.

Whenever an adjustment in the Price or Schedule is required because of Customer's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Customer, within a reasonable time, a detailed change order ("Change Order") specifying the necessary changes to the Price and/or Schedule. The Contractor shall not be obligated to perform changes in the Work or additional work until the Customer has provide an approved Change Order.

8. SUSPENSION OF WORK. The Contractor, at its option, may suspend Work under the Agreement as a result of the following: (1) Customer's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Customer or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Customer's failure to provide Customer's ability to pay Contractor for the work remaining to be performed by Contractor.



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Any suspension of work under the Agreement will also suspend the progress and completion dates set forth in the Schedule.

9. INSPECTION OF THE WORK. The Contractor shall make the Work accessible at all reasonable times for inspection by Customer. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated into Contractor's Work.

10. SITE ACCESS AND RIGHTS OF WAY. The Customer shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Agreement for use by the Contractor. Customer shall continue to provide such access until completion of the Work. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Price and Schedule.

11. SURVEYS AND REPORTS. If applicable to Contractor's scope of work, the Customer shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitation, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the work required. The Customer shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

12. COMPLIANCE WITH THE LAW. Unless otherwise specified in the Agreement, the Customer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for the prosecution of the Work to take place. Customer 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 scope of work as defined in the Agreement.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the performance of its Work.

Unless the Agreement specifies that the Price includes provisions for prevailing, Davis-Bacon, union or other special wage rates, the Agreement shall not be subject to any such regulations or other requirements specifying the applicability of such special wages. The Contractor is entitled to rely on the Customer's representations regarding the public or private nature of the Work and the applicability of special wage rates. If the nature of the Work is other than as represented by Customer, Customer will defend, indemnify and hold Contractor harmless from any claim or allegation, including penalties assessed, resulting from a failure by Contractors or Subcontractors to pay special wages.

13. ASSIGNMENT AND SUBCONTRACTING. Neither party shall assign the Agreement in whole or in part, including an assignment by the Contractor of any monies due or to become due, without the written consent of the other party. Nothing contained herein shall preclude the Contractor from delegating the responsibilities contained herein to Contractor's subcontractors, insofar as applicable to the subcontractor's Work, but such delegation shall not operate to relieve the Contractor from any responsibility or liability to the Customer. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and the Customer.

14. INSURANCE.

a) The Contractor shall, at its expense, procure and maintain insurance of its operations under this Agreement consisting of the following coverages:

- i. Worker's Compensation and Employers' Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- ii. Commercial General Liability Insurance covering Contractor's operations in the amount of \$1,000,000.00 per occurrence.
- iii. Automobile Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles in the amount of \$1,000,000.00 per occurrence.
- iv. If requested by Customer, Contractor will provide certificates evidencing such coverages and shall name Customer as an additional insured on both General and Automobile Liability policies.

b) Unless otherwise stipulated in the Agreement, the Customer shall, at its expense, procure and maintain insurance under this Agreement consisting of the following coverages:

- i. Commercial General Liability Insurance covering Customer's operations in the amount of \$1,000,000.00 per occurrence, and shall name Contractor as an additional insured on such policy.
- ii. Property Insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Price set forth in the Agreement, plus the value of subsequent change orders, comprising total value for the entire Agreement on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made by Customer to Contractor or until no person or entity other than the Customer has an insurable interest in the property required to be covered by the Agreement, whichever is later. This insurance shall include interests of the Customer, the Contractor, Subcontractors and sub-subcontractors involved in the prosecution of the Work.

All insurance shall be provided by a company or companies lawfully authorized to do business in the state in which the Work will be performed and having an AM Best rating of A- or better. Such policies shall not be subject to cancellation without a minimum of 30 days' prior written notice to the other party.

15. INDEMNIFICATION. To the fullest extent permitted by law, the parties hereto agree to indemnify, defend and hold each other harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses, including reasonable, outside attorneys' fees, ("Claims") arising out of each party's negligent acts or omissions related to the Agreement. Under no circumstances shall either party be liable for Claims resulting from the sole or gross negligence or willful misconduct of the other party. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence.



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16. CONSEQUENTIAL DAMAGES. Under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages resulting from the Agreement, including, but not limited to, anticipated loss or loss of business or profits.

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

18. JURISDICTION.

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

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

19. DISPUTE RESOLUTION. In the event of any claims, disputes or controversies arising out of or in relation to the Agreement, the parties hereto shall make a good faith effort to resolve the dispute by direct negotiation between representatives with decision making power who, to the extent possible, shall not have had substantive involvement in the matters of the dispute, unless the parties otherwise agree. Should such good faith negotiations fail to achieve a mutually agreeable resolution within a reasonable timeframe, the parties agree to have such claims, disputes or controversies referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies the parties will refer the same to binding arbitration. In such an event, the prevailing party shall be entitled to an award of costs, reasonable attorney's and expert witness fees, in addition to all other amounts awarded by the arbitrator or court.

20. WARRANTY. The Contractor warrants to the Customer that the Work will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and shall conform to the specifications set forth in the Agreement for a period of one year from date of completion. Contractor agrees to correct any defective materials or Work if notified by Customer of such defects within the warranty period. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

21. FEDERAL CONTRACTOR. As a federal contractor, Contractor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Contractor 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.

a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Contractor, which are inconsistent or conflict with the terms of the warranty contained herein shall not be binding upon Contractor unless agreed upon in writing by Contractor.

b) **NO WAIVER.** Waiver by either party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other required to be performed at a later date.

c) **ENFORCEABILITY.** If any provision of this Agreement is determined to be invalid or unenforceable under applicable law for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

d) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Contractor and Customer regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral communications. If any part of the Agreement is found to be invalid or illegal, Customer and Contractor agree that only the invalid or illegal portion of the Agreement will be eliminated.

Site Services Terms and Conditions, Rev. 06/15/17