

DISBURSEMENT AGREEMENT

THIS DISBURSEMENT AGREEMENT (this “**Agreement**”) is effective as of September 2, 2020 (the “**Effective Date**”), by and between the CITY OF LONG BEACH, a California municipal corporation (“**Owner**”), and BRILLIANT CORNERS, a California nonprofit public benefit corporation (“**Grantor**”).

RECITALS

A. Owner is the fee simple owner of that certain real property located in the City of Long Beach, County of Los Angeles, California, as more particularly described in Exhibit A attached hereto (the “**Land**”). The Land, together with any improvements located thereon, shall hereinafter be collectively referred to as the “**Property**.”

B. Owner currently provides certain Intensive Case Management Services (“**ICMS**”) to homeless individuals in Los Angeles County (“**County**”), including but not limited to: intake and assessment; service planning; housing and rental assistance; linkages to health, mental health, substance use disorder services and other supportive services; ongoing monitoring and follow-up; assistance with benefits establishment, transportation, and legal issues; crisis management; client education; housing location services; and coordination with other social service providers.

C. In connection with its provision of ICMS in the County, Owner desires to utilize the unimproved portions of the Land to create a campus of modular trailer facilities for housing up to 125 homeless individuals (as more particularly shown on Exhibit B attached hereto and further described herein, the “**Project**”). The Project contemplates locating nine (9) modular trailers within the unimproved portion of the Land and outfitting them to serve as dormitories for sleeping, common areas for dining, a warming kitchen, lounge area, administrative areas for office and intake/security, restrooms, shower and laundry facilities. The Project includes demolition, trenching and utility installation and connections, footing connections, exterior improvements (including fencing, hardscape and landscaping), and interior improvements (including installation of partitions, furniture, fixtures and equipment for sleeping areas, common areas, kitchen, laundry and bath areas and administrative work areas, installation of signage and wall décor, and installation of communication and office equipment).

D. On January 24, 2017, the County Board of Supervisors (the “**Board**”) adopted a motion approving the Capital Improvements Intermediary Program (“**CII Program**”) and authorizing Grantor to serve as a “capital improvements intermediary,” in order to facilitate County’s efforts to fund certain capital projects identified by the Board for the purpose of expanding housing and social services resources for homeless individuals in Los Angeles County.

E. Pursuant to that certain Supportive And/Or Housing Services Master Agreement No. H-705430, Work Order No. 093-HFH-PRTS made as of July 11, 2019, by and between County and Grantor, as amended by that certain Administrative Amendment Re: “North Long Beach Atlantic Avenue Bridge Community” Medium Scale Capital Improvements Intermediary Project (CIIP) To Supportive And/Or Housing Services Master Agreement No. H-705430, Work

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DISBURSEMENT AGREEMENT

Between

CITY OF LONG BEACH,

a California municipal corporation,

and

BRILLIANT CORNERS,

a California nonprofit public benefit corporation,

September 2, 2020

Order No. 093-HFH-PRTS, dated April 29, 2020, County authorized Grantor to fund, and facilitate the disbursement of, a grant to Owner of CII Program funds in the maximum amount of Two Million and Nine Hundred Thousand Dollars (\$2,900,000.00) (the “**Grant**”) for the sole purpose of providing contributory financing for Owner’s construction of the Project.

F. Owner acknowledges that the Grant is conditioned on Owner’s execution and delivery of that certain Declaration of Restrictive Covenants (for the Development and Operation of Interim Supportive Housing) in a form which shall be acceptable to County (the “**Use Restriction**”), and the recording of the Use Restriction in the Official Records of Los Angeles County.

G. The Parties acknowledge that certain provisions herein relating to Owner’s, Architect’s, and General Contractor’s construction-related activities, requirements and/or obligations (including, but not limited to, bonding and insurance requirements) may be rendered moot, inapplicable, or duplicative due to (i) the fact that Owner has commenced construction of the Project as of the date of executing of this Agreement, and/or (ii) Architect and General Contractor (each as defined in Article 1), respectively, being comprised of more than one entity, where each entity is responsible for overseeing, performing, and/or delivering only certain portions of the Project. The Parties agree that this Agreement and any such provisions herein shall be interpreted in consideration of these mutual acknowledgments, which such interpretation shall be in Grantor’s and County’s sole and reasonable discretion.

H. The purpose of this Agreement is to set forth the terms and conditions of the Grant, and of the disbursement of the proceeds thereof, to Owner.

NOW, THEREFORE, incorporating the foregoing recitals as if set forth in full herein, and in consideration of the mutual covenants, agreements, and obligations hereinafter set forth, Owner and Grantor agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, in addition to those terms defined in the recitals, each of the following terms shall have the meanings specified below unless the context otherwise requires:

“**Applicable Laws**” means all of the following, even if unforeseen or extraordinary, to the extent affecting, (a) Owner and Owner Parties, (b) Grantor and Grantor Parties, (c) County and County Parties, (d) all or any portion of the Project, or (e) the use, occupancy, possession, construction, operation, maintenance, improvement, alteration, repair, or restoration of any portion of the Property: (i) all present and future laws, statutes, requirements, ordinances, orders, judgments, rules, regulations, resolutions, covenants, restrictions, or administrative or judicial determinations of every Governmental Authority and of every court or agency claiming jurisdiction over the matters set forth clauses (a) through (e) herein, whether enacted or in effect as of the Effective Date or thereafter, including, but not limited to, California Labor Code §§ 1720 *et seq.* and the Prevailing Wage Requirements (as defined in Section 5.5), local hiring policies affecting the Project, including the Local and Targeted Worker Hire Policy adopted by

the Board on September 6, 2016 and updated as of June 11, 2019, environmental laws, zoning laws, building codes and regulations and those laws relating to accessibility to, usability by, and discrimination against, disabled individuals; and (ii) all covenants, restrictions, and conditions of record affecting the Property from time to time.

“Approval,” “Approved,” “approval” or “approved” shall refer to Grantor and/or County’s review, inspection and/or approval of any documents related to the Project (including, but not limited to, the Construction Documents, Plans and Specifications and the Budget), as well as any proposed material changes thereto. Such review, inspection and/or approval of any such documents submitted by Owner to Grantor and/or County for review, inspection or approval (a) shall be limited to review for internal purposes, and (b) in all instances, shall not be considered to constitute (x) a determination by Grantor or County of (1) the adequacy of engineering or structural design, (2) the sufficiency or integrity of the work contemplated by the Construction Documents or related documents, or (3) compliance with any applicable building codes, safety features or standards; (y) the assumption of any responsibility by Grantor or County as to the accuracy, efficacy, sufficiency or legality thereof, or the constructability of the work detailed therein, or of any future improvements, or acceptance of any liability based upon such review; or (z) an approval of the quality, adequacy or suitability of such Construction Documents or related documents nor of the labor, materials, services or equipment to be furnished or supplied in connection therewith. Grantor’s or County’s approval of such documents shall not imply nor indicate acceptance of any regulatory or industry standards or responsibilities of Owner, General Contractor and/or Architect with respect to any structural, mechanical, electrical or architectural elements regarding the Project, and Grantor and County shall not have any right, and hereby expressly disclaim any right, of supervision over the architects, designers, engineers or other persons responsible for drafting or formulating the Construction Documents and related documents of the Owner.

“Architect” means, collectively, the person(s) or firm(s) employed by Owner to design and observe the construction of the Project pursuant to those certain (1) Additional Service Authorization dated August 12, 2019 and issued by Kamus + Keller, Inc., and (2) Proposal for Architectural Services dated November 20, 2019 and Proposal for Additional Architectural Services dated January 30, 2020, both issued by Kardent, copies of all of which are attached hereto in Exhibit D (collectively, the **“Architect Agreement”**).

“Budget” has the meaning set forth in Section 2.2.

“Business Day” means any day that is not a Saturday, Sunday or legal holiday on which offices of the County of Los Angeles are closed for business.

“Change Orders” means any amendments or modifications to the General Contract made consistent with either, as applicable, Section 5.2 or Section 5.3.

“Completion Date” means the date on which the Project is completed in accordance with the approved Project CPM Construction Schedule (as defined below), which date shall not be later than September 11, 2020.

“Construction Documents” means any written documents that define the roles, responsibilities, and work to be performed in connection with the construction of the Project, including but not limited to, the General Contract, Plans and Specifications, and the approved Project CPM Construction Schedule.

“Contingency Allowance” has the meaning set forth in Section 2.2.

“Costs of Construction” means the amount actually expended by Owner in the construction of the Project for the items designated in the Budget.

“County” has the meaning set forth in Recital B.

“County Parties” means County’s Board of Supervisors, officers, employees, agents, attorneys, consultants, contractors and volunteers.

“CPM (Critical Path Method) Construction Schedule” means the schedule to plan and control the Project, which calculates the completion time for the Project by first defining start and finish times for Project activities and then defining critical start and finish relationships between such activities to achieve timely Project completion.

“Direct Construction Costs” means all costs directly related to the physical construction of the improvements, including those items describe on line by line cost breakdowns of the General Contract.

“Disbursement Request” has the meaning set forth in Section 3.4, except that the Parties agree that Owner may make a Disbursement Request for a lump sum of the entire Grant after all required documents identified in this Agreement are provided to Grantor.

“General Contractor” means, collectively, the person(s) or firm(s) employed by Owner to construct the Project pursuant to those certain (1) Agreement for the Sale and Installation of a New Modular Building dated March 6, 2020, by and between Williams Scotsman, Inc. and Owner, (2) Job Order Contract: Job Order #30J0044.00 dated as of March 20, 2020, by and between Exbon Development, Inc. and Owner, and (3) Work Order dated and approved as of March 20, 2020, from Sully-Miller Contracting Company to Owner, each of which is attached hereto in Exhibit E (collectively, and together with all documents attached thereto, the **“General Contract”**).

“Governmental Authority” means any federal, state, county, municipal, local, or other governmental entity, agency, or instrumentality having jurisdiction over the Project or the construction thereof, and each of Owner and Grantor, and their respective officers, directors, members, managers, employees, contractors, agents, and representatives.

“Grant” has the meaning set forth in Recital E.

“Grant Documents” means this Agreement and all the documents, instruments, and agreements evidencing, or in any way related to the Grant, including but not limited to the Use Restriction, together with all extensions, modifications, amendments and renewals to all such documents.

“Grantor Parties” means all of Grantor’s directors, members, managers, officers, employees, agents, attorneys, affiliates, lenders, consultants and contractors.

“Indirect Construction Costs” means all the costs not directly related to the physical construction, such as architectural, engineering, title and legal fees, taxes, cost analysis and monthly inspections by Grantor’s consultant, and other miscellaneous costs.

“Owner Parties” means all of Owner’s directors, members, managers, officers, employees, agents, attorneys, affiliates, lenders, consultants and contractors.

“Party” or **“Parties”** shall mean Owner and Grantor individually, or both Owner and Grantor collectively, as the case may be.

“Personal Property” means all personal property owned by Owner and located on or in the Project or used or held for use in connection therewith.

“Plans and Specifications” means the plans and specifications for construction of the Project as prepared by the Architect, referenced in the executed General Contract, and approved by Grantor and County, as may be subsequently amended or modified in accordance with Section 5.3.

“Project” means all of the capital improvements to be constructed by Owner as described in Recital C, and provided in accordance with the Construction Documents, including but not limited to, the Plans and Specifications, together with the Property, any easements appurtenant thereto, and the Personal Property.

“Property” has the meaning set forth in Recital A.

“Recovery Schedule” means the schedule which plots a new Project construction critical path to describe how delayed critical path activity will be adjusted to mitigate ultimate Project delivery delay.

“Schedule of Values” means a detailed Project cost schedule apportioning the amount of the Grant allocated to the General Contract costs (including, if applicable, amounts of any Change Orders) on a monthly basis. With its General Contractor, Owner is to identify monthly Project disbursements needed by Owner on the basis of detailed portions of the work as shown on the Project CPM Construction Schedule.

“Use Restriction” has the meaning set forth in Recital F.

ARTICLE 2 THE GRANT

2.1 Grant Funds

On the terms and subject to the conditions herein provided, Grantor agrees to grant to Owner funds in an amount not to exceed Two Million and Nine Hundred Thousand Dollars (\$2,900,000.00) for the sole purpose of providing contributory financing for Owner’s

construction of the Project. Notwithstanding the foregoing, (a) Grantor will only disburse Grant proceeds to the extent such funds have been received by Grantor from County, and (b) Grantor will not disburse any Grant proceeds unless, and until, Grantor has received from County written authorization to proceed with the disbursement of the Grant contemplated by this Agreement.

2.2 Budget.

(a) Owner has delivered to Grantor a complete budget for the expenses to be incurred in the financing and construction of the Project, including but not limited to development costs, Direct Construction Costs, a ten percent (10%) contingency allowance (the “**Contingency Allowance**”) on Direct Construction Costs, all Indirect Construction Costs, and certain other expenses, and summarizing the sources and amounts of all funds to be used by Owner to pay such costs and expenses, all as set forth in Exhibit F attached hereto (as may be amended from time to time as approved by Grantor and County, including, but not limited to, in Change Orders approved pursuant to Section 5.2 or 5.3, each in their sole and reasonable discretion, the “**Budget**”).

(b) Owner has delivered to County a Grant Schedule of Values to provide details for a total of \$2,900,000.00.

(c) Except as provided in Section 2.2(d) below, no disbursements of Grant proceeds will be made to pay for any item, to the extent that the aggregate amount disbursed for such item would exceed the amount shown therefor on the Budget, as the Budget may be amended from time to time as approved by Grantor and County, each in their reasonable discretion.

(d) If, in Grantor’s and/or County’s reasonable discretion, Owner will not fully utilize the amount allocated for any particular item in the Budget, and the cost savings can be confirmed based upon completed portions of the Project improvements, then Owner may reallocate such savings first to the Contingency Allowance item in the Budget, and then reallocate to any other line items in the Budget.

(e) In the event that the disbursements requested in accordance with this Agreement are less than the total amount of the Grant, Owner shall not be entitled to request or receive the difference, and Grantor shall not be obligated to disburse such difference.

2.3 Costs and Expenses.

This Grant transaction shall be without expense to Grantor. All expenses, taxes, costs, and charges with respect to the Project, or in any way connected to the Project, shall be paid by Owner. Grantor will advance Grant proceeds for the payment of certain costs and expenses related to the Project, to the extent the same are detailed in the Budget for the Project. Any such costs and expenses in excess of the Grant amount shall be the responsibility of Owner.

ARTICLE 3 DISBURSEMENT PROCEDURES

3.1 Initial Disbursement.

The initial disbursement of Grant proceeds shall be made when all the applicable conditions set forth in Article 4 have been satisfied.

3.2 Subsequent Disbursements.

After the initial disbursement, from time to time as construction progresses, but no more frequently than once in each calendar month, and upon written request of Owner and satisfaction of all the applicable conditions set forth in Article 4, Grantor shall make additional disbursements of Grant proceeds in an amount equal to ninety percent (90%) of Direct Construction Costs incurred by Owner for work actually performed and/or materials actually incorporated in the Project and/or stored material as described in Section 3.6 plus one hundred percent (100%) of Indirect Construction Costs actually paid by Owner, to the extent such Costs have not been covered by a previous disbursement. At no time shall disbursement by Grantor be required for Direct Construction Costs and/or associated General Contractor general conditions, overhead, or profit if (i) the approved Project CPM Construction Schedule has not been maintained unless such changes have been previously approved by the Grantor, consistent with Section 5.2 below, or (ii) the total value of approved Project scheduled completion is less than the corresponding percentage of total Project disbursements requested, including retention.

3.3 Final Disbursements.

The remaining ten percent (10%) of Direct Construction Costs shall be disbursed when the Project is completed in accordance with the approved Plans and Specifications and all the applicable conditions set forth in Article 4 have been satisfied, to Grantor's and County's sole and reasonable satisfaction.

3.4 Requests for Disbursement.

Requests for disbursement of Grant funds (a "**Disbursement Request**") shall be made in writing to Grantor on a form acceptable to Grantor and County, certified by Owner, the General Contractor, and the Architect, each as may be required by Grantor and/or County, and shall be accompanied by the following:

(a) Copies of invoices for all work performed and material supplied for which payment is requested, including, in the case of materials or services covered by the General Contract, copies of invoices from the subcontractors, suppliers and materialmen furnished to General Contractor; and

(b) Unconditional lien waivers or releases from the General Contractor and all subcontractors, suppliers, and materialmen for the work covered in the prior disbursement, and conditional lien waivers or releases from the General Contractor and all subcontractors, suppliers, and materialmen for the current work covered in the Disbursement Request.

Owner shall review each Disbursement Request and all accompanying documents for accuracy, completeness and sufficiency prior to submitting the same to Grantor. Items against which Grant proceeds are to be disbursed shall be set forth in reasonable detail on the Disbursement Request to the satisfaction of Grantor and County.

3.5 Intentionally Deleted.

3.6 Disbursements as to Stored Materials.

Owner may obtain disbursements for stored materials, including furnishings, fixtures and equipment, which have been provided by Owner and are to be incorporated into the Project by Owner if the following conditions are met:

(a) Stored materials are properly stored at the Project in such a manner as to prevent weather damage and vandalism, in a bonded warehouse, a warehouse approved by Grantor, or on the supplier's or materialman's premises as described in Section 3.6(b). If stored in a warehouse, a copy of a warehouse receipt must accompany the Disbursement Request, which will be returned to Owner if the disbursement is approved and made.

(b) Stored materials that are stored on the supplier's or materialman's premises must be set aside in one location clearly marked as to ownership, and all of the following must be submitted with the pay request:

(1) A bill of sale from the supplier, with a complete breakdown of quantities and items attached thereto, including any applicable taxes, and all other direct or indirect charges associated with that for which payment is being requested;

(2) An assignment of the bill of sale from the General Contractor to the Owner;

(3) A copy of supplier's certificate of insurance; said insurance should be for the benefit of the General Contractor and/or the Owner, and of satisfactory content to Grantor and County; and

(4) Prior to disbursement of a requested payment, a conditional lien waiver from the supplier with the invoice and an unconditional lien waiver from the supplier for payment previously made.

(c) Items are listed separately in the "Stored Materials" column on Application and Certificate for Payment form.

(d) Amount disbursed for stored materials for all Project requests shall not exceed five percent (5%) of the total Direct Construction Costs as set forth in the General Contract.

(e) Grantor may, at its option, physically observe materials stored off-site prior to associated disbursements for stored materials. Whether Grantor had or had not physically observed materials stored off-site or disbursed associated disbursements at any time,

the General Contractor shall in all events remain ultimately responsible for the quantity, quality, suitability, transfer, offloading, and handling of such supplies and their conformance with Project Construction Document requirements.

ARTICLE 4 CONDITIONS TO FUNDING

4.1 Conditions to Initial Disbursement.

Owner acknowledges that it has no right to the Grant funds, other than to have the same disbursed by Grantor in accordance with this Agreement. Grantor shall not be obligated to disburse any Grant proceeds until each of the conditions specified in Section 4.4 and identified below have been satisfied in full:

(a) The Use Restriction shall have been (1) received by Grantor, duly executed and acknowledged by Owner, and (2) duly recorded in the Official Records of the County.

(b) Grantor shall have received the following, in form and content acceptable to Grantor and County, fully and properly executed, as applicable, all of which shall be subject to Grantor's and County's approval:

(1) The following entity documents:

(A) Copies of all certificates, resolutions or other evidence reasonably satisfactory to Grantor and/or County of necessary actions taken by Owner to authorize the execution, delivery and performance by Owner of the Grant Documents.

(B) A title report for the Property dated not more than thirty (30) days prior to the Effective Date, issued by a nationally recognized title company.

(2) The following construction information:

(A) Complete copies of all Plans and Specifications necessary for the construction and completion of the Project, with evidence of appropriate governmental and private parties' approvals shown thereon.

(B) Complete copies of contracts entered into by Owner and each of the General Contractor and Architect, respectively, duly executed by all parties thereto.

(C) Copies of any other contracts executed by Owner in connection with the construction of the Project.

(D) If requested by Grantor and/or County, a list of all subcontractors, suppliers and materialmen scheduled to perform work or deliver materials in connection with the Project.

(E) Copies of all building and other governmental permits and approvals obtained and required by County for construction of the Project.

(F) Evidence that the Project will comply with all Applicable Laws pertaining to building and zoning.

(G) A detailed Project CPM Construction Schedule, which shall have been prepared and approved by the General Contractor, shall be provided to Grantor and County for their approval. Such schedule shall identify (i) the Project start date, (ii) start and completion dates of each trade, (iii) the Project critical path, (iv) Project milestones, (v) the Certificate of Occupancy date, (vi) date for planned occupancy, and shall be (vii) cost loaded by distributing the approved Schedule of Values throughout Project construction duration from start to finish on a monthly basis.

(H) Any other information or material relating to the construction, as requested by Grantor and/or County.

(3) Performance and labor and materials bonds from the General Contractor, and if required by Grantor and/or County, any or all subcontractors.

(4) All insurance policies required by Section 5.13 (or, as Grantor may permit, binders, certificates or other evidences thereof), all of which shall be in full force and effect.

(5) Evidence from Owner of the amount, if any, by which the total cost to complete the construction of the Project, as reasonably estimated by Grantor, less the amount of items prepaid (as verified by receipted bills), exceeds the amount of undisbursed Grant proceeds; for this purpose, "total cost" shall include site development costs, maximum contract amount for construction of the building improvements, and all Indirect Costs.

(6) All other documents reasonably requested by Grantor and/or County to implement the terms of this Agreement, duly executed and acknowledged, when required, in form and substance satisfactory to Grantor and County, including, but not limited to, the Use Restriction.

4.2 Conditions to Subsequent Disbursements.

Grantor shall not be obligated to make any disbursement of proceeds of the Grant after the initial disbursement unless each of the conditions specified in Sections 4.1 and 4.4 has been satisfied in full, and until Grantor shall have received the following:

(a) A written report, certified by an officer of Owner, indicating that no liens, stop notices, or notices of intention to file a lien or stop notices have been filed against the Project and there are no known disputes among parties involved in Project construction that may lead to the filing of any liens, stop notices, or notices of intention to file a lien or stop notices against the Project; and

(b) If requested by Grantor and/or County, a statement from the Architect, giving in such detail as Grantor and/or County may require, an estimate of the cost of completing the construction of the Project and stating the percentage of the Project completed through the date payment is requested.

4.3 Additional Conditions to Final Disbursement.

Grantor shall not be obligated to disburse any retainage for the Grant hereunder until a period of thirty (30) days has elapsed after completion of the entire Project and Grantor has received the following:

(a) An affidavit from the Architect to the effect that the Project has been completed in a good and workmanlike manner and in accordance with the Plans and Specifications, as modified only in accordance with Section 5.3 and 5.4, and in compliance with any Applicable Laws;

(b) A copy of a certificate of occupancy or temporary certificate of occupancy for the Property, including all Project areas, from the appropriate Governmental Authority;

(c) "Conditional Waiver and Release on Final Payment" forms in accordance with Cal. Civ. Code § 8136 upon submission of the payment application, and "Unconditional Waiver and Release on Final Payment" forms in accordance with Cal. Civ. Code § 8138 once funds clear, from the General Contractor and all subcontractors, suppliers and materialmen;

(d) A report of the type described in Section 4.2(a);

(e) A final, as-built survey of the Project, if requested by Grantor;

(f) Fire and extended coverage insurance policies, fully paid, affording the coverages required by this Agreement;

(g) Satisfactory evidence that all Personal Property to be installed in accordance with the Plans and Specifications has been installed to the satisfaction of Grantor and County; and

(h) All other documents and/or satisfactory evidence reasonably requested by Grantor and/or County, including but not limited to, satisfactory evidence of completion of any punch list items by General Contractor and final Project closeout documents such as warranties and guarantees, and as-built construction documents.

4.4 General Conditions to All Disbursements.

In addition to the other requirements set forth herein, Grantor shall not be obligated to disburse any Grant proceeds until all of the following conditions are satisfied:

(a) Grantor and County shall have received (i) satisfactory evidence of bonding for the construction of the Project with respect to the obligations of the General Contractor and any subcontractors, and (ii) a performance bond and a labor and material

payment bond, both naming Grantor and County as co-obligees, in a penal sum equal to the amount of the General Contract and/or subcontract and containing such other provisions as may be required by Grantor and County. All bonds required hereby shall be issued by a surety company duly licensed and authorized to do business in the State of California and otherwise acceptable to Grantor and County. Grantor and County shall have received evidence satisfactory to it that such bonds with respect to the General Contract and/or subcontract have been properly recorded in the Official Records of the County. The bonding requirements set forth herein shall in no way affect or alter any of the other liabilities and responsibilities of Owner, including, without limitation, the duty to provide a lien-free Project;

(b) If the Budget sets forth that any portion of the Grant is anticipated to be utilized to compensate Owner for services provided directly by Owner's employees for the Project (or the Grant is otherwise anticipated to be utilized to reimburse Owner for the services of Owner's employees for the Project), then each Disbursement Request shall set forth the total amount of time Owner's employees have actually provided services exclusively for the Project. In addition, each Disbursement Request shall include such employee's timesheets, and such other records reasonably acceptable to Grantor, necessary to document the amount of time such Owner's employees have spent providing services exclusively for the Project, and the costs paid by the Owner for such employees, all of which must be consistent with the Budget. Notwithstanding anything to the contrary in this Agreement or the Grant Documents, at all times during the Project, Owner shall record and maintain such documentation and information;

(c) Owner is in full performance of all of its obligations under the Grant Documents, and no event has occurred which constitutes or would constitute an event of default under any of the Grant Documents;

(d) The Project has not been materially injured or damaged by fire or other casualty, or, in the event of such damage, the Owner shall have received insurance proceeds sufficient in the judgment of Grantor to permit the satisfactory restoration of the Project from the balance of the proceeds and to permit the completion of the Project;

(e) There are no actions, suits, or proceedings pending or, to Owner's knowledge, threatened against or affecting the Owner or the Project, at law or in equity, or before any governmental agency, which, if adversely determined, would impair the ability of Owner to complete the Project in accordance with the provisions hereof;

(f) All bills and invoices that have served as the basis for previous disbursements have been paid in full;

(g) If for any reason without Grantor and County approval timely Project schedule performance is not attained or requested disbursements do not comport with the Schedule of Values, at Grantor's sole discretion, proportionate disbursements of General Contractor general conditions, overhead and profit may be withheld by Grantor. Release of such withholds by Grantor will be made upon (i) satisfactory completion of work for which disbursement was requested, and (ii) Grantor approval of a Project Recovery Schedule prepared by the General Contractor. Any such Recovery Schedule shall clearly delineate and describe

how the Project critical path will be adjusted, at the General Contractor's own expense, to meet the Completion Date and Project occupancy; and

(h) Notwithstanding anything to the contrary in this Agreement, if for any reason without Grantor and County approval work performed on or materials actually provided for the Project have, in Grantor's reasonable discretion, not been completed in a good and workmanlike manner and otherwise in accordance with the Plans and Specifications, proportionate disbursements of Grant funds, including but not limited to any retainage for the Grant, may be withheld by Grantor until such conditions have been corrected, consistent with Owner's obligations under Section 5.8, to the reasonable satisfaction of Grantor, and accepted by Grantor.

4.5 Grantor Right to Terminate Agreement.

Grantor's obligation to fund any portion of the Grant to Owner is contingent upon Grantor's continued funding from County. If Grantor's funding from County is terminated for any reason, including, but not limited to, any determination by County to terminate or suspend funding to Grantor, then Grantor shall deliver written notice to Owner within five (5) days following Grantor's receipt of such notification of termination by County. Thereafter, as of the date set forth in such notice delivered by Grantor to Owner, this Agreement shall terminate regardless of the amount of the Grant disbursed by Grantor to Owner. Upon such termination, Grantor shall have no further obligation to fund any portion of the Grant. In no event shall Grantor's early termination of this Agreement pursuant to this Section 4.5 be considered a breach or default by Grantor under this Agreement. In the event of any conflict between the terms of this Section 4.5 and any other provision in this Agreement, the terms of this Section 4.5 shall control.

4.6 Owner Release of Grantor and County.

Owner agrees and acknowledges that in the event of early termination by Grantor pursuant to Section 4.5, Owner may suffer economic loss or other consequences related to the failure of Owner to receive the Grant, and Owner explicitly releases and waives any claim against Grantor and County for such loss or economic consequences in connection with the early termination of this Agreement pursuant to Section 4.5. Owner, on behalf of itself and any person claiming by, through or under Owner, hereby assumes the above-mentioned risks, and hereby expressly waives any right Owner and any person claiming by, through or under Owner, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Owner's Initials: *It*

Owner hereby waives and relinquishes, with respect to the claims set forth above, all rights and benefits provided by said Section 1542 and expressly assumes the risk that Owner may in the future discover facts or circumstances not set forth herein that are different from, or in addition

to, those now known or believed to be true by Owner, that Owner may later come to appreciate differently the significance of presently known facts and circumstances, and that Owner may not fully know or appreciate the full extent of damages and other claims being released by Owner pursuant to this Agreement. With full knowledge and understanding of the foregoing, Owner (i) intends to release fully, finally and forever any claims as described above against Grantor and County being released by it hereunder, (ii) agrees that Grantor and County are relying on the finality of the release by Owner as given in this Agreement, and (iii) acknowledges and agrees that the foregoing waiver, relinquishment and assumption of risk by Owner are essential and material terms of this Agreement, without which County would not have authorized Grantor to fund, and facilitate the disbursement of, the Grant to Owner for the financing of the Project and Grantor would not have entered into, and agreed to be bound by, this Agreement.

ARTICLE 5 COVENANTS OF OWNER

Owner hereby covenants and agrees with Grantor as follows:

5.1 Construction.

Owner shall cause the Project to be constructed with diligence and continuity in accordance with the Plans and Specifications therefor, as approved by Grantor and County. The Project shall be completed on or before the Completion Date, unless construction is delayed due to unforeseeable causes beyond the control of Owner and not occasioned by its fault or negligence, in which event the time within which the Project must be completed may be extended for a period equal to the period of such forced delays; provided, however, Owner shall have notified Grantor thereof in writing within ten (10) days after the beginning of any such forced delay specifying the causes of such delay with supporting documentation, requested an extension for the period of the forced delay, and Grantor has then approved such delay request. In no event shall the delays cause the Project to be completed later than six (6) months after the Completion Date.

5.2 Change Orders.

Owner shall strictly enforce the General Contract to the end that the General Contractor shall perform all the obligations on its part to be performed thereunder.

Owner shall provide Grantor and County with prior written notice of all proposed Change Orders that exceed ten thousand dollars (\$10,000), adds time to the approved CPM Construction Schedule, or otherwise delays the substantial completion date (as provided in the approved CPM Construction Schedule), and shall not, without the prior written consent of Grantor and County, each in their sole and absolute discretion (“**Change Order Approval**”), agree to any Change Orders that will increase the Direct and/or Indirect Construction Costs for an item designated in the Budget, exceed the Budget when aggregated with other previously approved Change Orders and the Contingency Allowance, or delay the Project substantial completion date (as provided in the approved CPM Construction Schedule); provided, however, such Change Order Approval by Grantor and County shall not be required if both (a) (i) simultaneous reductions in budgeted Direct and/or Indirect Construction Costs have been proposed which, when aggregated with

other approved and/or proposed Change Orders, nets a Direct and/or Indirect Construction Cost project credit or (ii) the amount of the remaining Contingency Allowance when multiplied times the then-current percentage of Project completion (as calculated from the most current approved Disbursement Request) exceeds the increase contained in such Change Order, and (b) (i) the total increased cost of the Change Order does not exceed ten thousand dollars (\$10,000), (ii) the Change Order does not materially decrease the Project's safety or functionality for its intended purpose, and (iii) construction completion progress and issuance of Certificate of Occupancy for the Project are on or ahead of schedule.

All requests for a Change Order Approval shall be submitted in writing, on forms acceptable to Grantor and County, signed by the Owner and the Architect, and shall be accompanied by all documentation reasonably requested by Grantor and/or County. Grantor and County shall be provided with not less than ten (10) Business Days to decide whether to approve in whole or in part any request for Change Order Approval. If any approved Change Order increases Direct and/or Indirect Construction Costs, then Grantor may apply funds from the Contingency Allowance.

5.3 Changes in Plans and Specifications.

After the Plans and Specifications for the Project have been approved by Grantor and County, there shall be no change therein without the prior written approval of Grantor and County, each in their sole and absolute discretion.

All requests for Grantor's and County's approval of changes in the final Plans and Specifications shall be submitted in writing, on forms acceptable to Grantor and County, signed by the Owner and the Architect, and shall be accompanied by a copy of the Plans and Specifications and/or working drawings applicable to the changes, with the proposed changes highlighted therein, and any other documentation reasonably requested by Grantor and/or County. Grantor and County shall be provided with not less than five (5) Business Days to evaluate any request for its approval of any changes to the Plans and Specifications.

Grantor and/or County may require confirmation that the performance of the work shown on any changed Plans and Specifications and/or working drawings shall not increase the total Direct and/or Indirect Construction Costs or delay the Completion Date of the Project. If any approved change to the Plans and Specifications increases the total Direct and/or Indirect Construction Costs, then Grantor may apply funds from the Contingency Allowance.

5.4 Permits and Approvals.

Owner shall obtain all building permits, occupancy permits, and other licenses, permits, and approvals, including sewer use and drainage permits, sewer connection permits, whether Project scope is on-site, off-site, above or below grade, and/or necessary to fully complete the Project, including utility connection, meter, and use permits, and approval of the Plans and Specifications, or subsequent proposed changes thereto, as may be required by any Governmental Authority in connection with the construction, completion, use, and occupancy of the Project, and will furnish copies of the same to Grantor promptly upon their issuance.

5.5 Compliance with Laws and Covenants; Prevailing Wage.

All work on the Project shall be performed in strict compliance with all Applicable Laws and with all directions, rules, and regulations of the fire marshal, health officer, building inspector, or other officers of any Governmental Authority. Owner shall cause the General Contractor, the Architect, all subcontractors, and any other permittees performing any work in connection with the Project to comply with the requirements of California Labor Code Sections 1720-1780, and the implementing regulations of the State of California Department of Industrial Relations (the “DIR”) including, but not limited to, all registration and notification requirements imposed by such statutes, and any other requirements imposed by the DIR (collectively, the “Prevailing Wage Requirements”). For the purposes of complying with the Prevailing Wage Requirements, Owner shall be deemed to be the “awarding body,” as defined in California Labor Code Section 1722, and Owner, shall, if requested by Grantor, provide to Grantor or the County documentation evidencing the proper payment of prevailing wages, maintenance of labor records as required by the Prevailing Wage Requirements, and compliance with all Prevailing Wage Requirements.

5.6 Ownership of Materials and Fixtures.

No materials, equipment, or fixtures incorporated by Owner in the construction of the Project shall be purchased or installed under any security agreement, conditional sales contract, or other arrangement wherein the seller reserves or purports to reserve title or any interest in such items or the right to remove or repossess such items or to consider them personal property after their purchase and/or incorporation in the Project, unless authorized by Grantor in writing.

5.7 Removal of Mechanics’ Liens and Stop Payment Notices.

Owner agrees to institute the following procedures to insure the prompt removal of mechanics’ liens and stop payment notices from the subject premises:

(a) Forward copies of all known recorded mechanics’ liens and stop payment notices to Grantor within five (5) days of knowledge by Owner of recording or receipt, respectively, together with a written explanation of the controversy, and response, if any; and

(b) Elect within the aforementioned five (5) days of knowledge by Owner to (i) pay the lien or demanded amount, respectively, and obtain a written release(s) thereof; or (ii) post a bond issued by an underwriter acceptable to Grantor indemnifying against any loss by reason of such lien (or, as permitted by statute, providing for a release of the lien of record); or (iii) obtain title insurance insuring over such lien; or (iv) contest the validity of the lien and/or stop payment notice and pay an amount equal to the lien or demanded stop payment notice amount, together with, in the case of a mechanics’ lien, an additional sum reasonable to cover costs of release of lien, six (6) months’ statutory interest, and attorneys’ fees, to Grantor from funds outside the Grant proceeds contemplated by this Agreement, with the instruction to Grantor that such funds shall be held by Grantor in a separate escrow account, without interest, to provide Owner a reasonable time to contest the lien and obtain a release thereof, whereupon the entire escrowed funds shall be returned to Owner. Grantor may, upon thirty (30) days’ prior written notice to Owner, but without any obligation, pay any or all of such liens or claims, or

may contest the validity of any of them, paying all costs and expenses, including reasonable attorneys' fees and, in the event such payments exceed the balance of Grant funds, then such additional amount may be expended by Grantor, in its sole discretion.

5.8 Correction of Discrepancies.

Owner shall immediately correct any structural condition deemed defective in the Project by the Architect or any other departure from approved Construction Documents not previously approved by Grantor and County as required by this Agreement. The advance of any Grant proceeds shall not constitute a waiver of Grantor's right to require compliance with this covenant with respect to any such defects or departures from the approved Construction Documents not theretofore discovered by, or called to the attention of, Grantor.

5.9 Inspection.

Grantor and County, through their, as applicable, supervisors, officers, agents, or employees, shall, at all reasonable times during construction, have the right of entry and free access to the Project and the right to inspect and/or observe the work of construction and to examine (and to make extracts therefrom or copies thereof) the Plans and Specifications and all detailed plans and shop drawings which are or may be kept at the construction site, and all books, records, contracts, accounting data, and other documents of Owner and the General Contractor. Owner shall secure the acknowledgment of the General Contractor of Grantor's and County's inspection and observation rights set forth above.

The right to inspect and/or observe the work or construction or any books and records shall not impose upon Grantor or County any duty to supervise, inspect and/or observe the work of construction or the books and records. A failure to inspect and/or observe the work shall not constitute a waiver of any of Grantor's or County's rights hereunder, and inspection not followed by a notice of default shall not constitute a waiver of any default then existing, nor shall it constitute a representation that there has been or will be compliance with the Plans and Specifications or that the construction is free from defective materials or workmanship.

5.10 Complaints and Litigation.

Owner shall promptly advise Grantor and County in writing of any litigation, regardless of amount or parties to such litigation, affecting the Project or which, if adversely determined, could reasonably be expected to affect Owner's performance under the Project or any of the Grant Documents, and of all complaints and charges made by any Governmental Authority or any governmental department, bureau, commission, or agency exercising supervision or control of Owner, or its business, which may delay or require changes in construction of the Project.

5.11 Lists of Contractors, Subcontractors and Materialmen.

Owner shall promptly furnish to Grantor upon request correct lists of all contractors and subcontractors employed in connection with the construction of the Project, containing the name, address, and telephone number of each such contractor or subcontractor, a general statement of the nature of the work to be done, the labor and materials to be supplied, the names and addresses of materialmen, if known, and the approximate dollar value of such labor or work with

respect to each. Grantor and County shall have the right to make direct contact with each contractor, subcontractor, and materialman to verify the facts disclosed by said list or for any other purpose.

5.12 Sale, Transfer, or Lease.

Owner shall not sell, assign, transfer, lease, or license all or any portion of the Project, or any interest therein, without the prior written consent of Grantor and County, each in their sole and absolute discretion.

5.13 General Insurance Provisions.

(a) **Evidence of Coverage and Notice to Grantor.** Certificate(s) of insurance coverage (each an “**Insurance Certificate**”) or other evidence of coverage satisfactory to Grantor and County shall be delivered to Grantor and County prior to the Effective Date. Such Insurance Certificates or other evidence shall:

(1) Specifically identify this Agreement by name or number.

(2) Clearly identify all insurance coverage types and limits required in this Agreement and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Owner and/or General Contractor or its parent company. Certificates shall provide the full name of each insurer providing coverage, the amounts of any policy deductibles or self-insured retentions, and list any endorsement forms required by Owner, Grantor and/or County.

(3) Include a copy of the additional insured endorsement to the commercial general liability policy, adding (a) Grantor, its officers, directors, employees and agents, and (b) County and its special districts, elected officials, officers, agents, employees and volunteers, as additional insureds for all activities arising from this Agreement. Grantor’s and County’s additional insured status shall apply with respect to liability and defense of suits arising out of Owner’s and/or General Contractor’s acts or omissions, whether such liability is attributable to Owner or General Contractor, or to Grantor and County. The full limits and scope of protection of Owner’s and/or General Contractor’s policy shall apply to Grantor and County as additional insureds, even if they exceed the minimum insurance requirements set forth herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies this and the other insurance requirement provisions herein.

(4) Show Owner’s and/or General Contractor’s insurance policies, with respect to any claims related to this Agreement, are primary with respect to all other sources of coverage available to Owner and/or General Contractor. Any Owner and/or General Contractor insurance and self-insurance coverage shall be in excess of and not contribute to any Grantor and/or County coverage, which may be evidenced by adding a statement to the additional insured endorsement required in item (3) above, stating “It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by Grantor’s and/or County’s insurance and self-insurance coverage are in excess of and non-contributing to the Named Insureds’ coverage.”

(5) Insurance Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

Owner

City of Long Beach
411 W. Ocean Blvd., 10th Floor
Long Beach, California 90802
Attn: City Manager

Brilliant Corners

527 West 7th Street, 11th Floor
Los Angeles, California 90014
Attn: Danielle Wildkress, Chief Program Officer

County of Los Angeles

Los Angeles County Department of Health Services
313 N. Figueroa Street
6th Floor East
Los Angeles, California 90012
Attn: Contracts and Grants Division - Stacey Asada

Renewal Insurance Certificates shall be provided to Grantor and County prior Owner's and/or General Contractor's policy expiration dates. Grantor reserves the right to obtain complete, certified copies of any required Owner and/or General Contractor insurance policies at any time.

(6) Neither Grantor's failure to obtain, nor Grantor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Owner and/or General Contractor, or their insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(7) Owner and/or General Contractor also shall promptly report to Grantor and County any injury or property damage accident or incident, including any injury to an Owner and/or General Contractor employee occurring on Owner property, and any loss, disappearance, destruction, misuse, or theft of Owner property, monies or securities entrusted to General Contractor. Owner and/or General Contractor also shall promptly notify Grantor of any third party claim or suit filed against Owner and/or General Contractor that arises from or relates to this Agreement, and that could result in the filing of a claim or lawsuit against Owner and/or General Contractor.

(b) **Insurer Financial Ratings.** Insurance is to be provided by an insurance company authorized to do business in the State of California, with an A.M. Best rating of not less than A:VII, unless otherwise approved by Grantor and County.

(c) **Waiver of Subrogation.** To the fullest extent permitted by law, Owner and/or General Contractor waives their and their insurer(s) rights of recovery against Grantor and

County under all required insurance policies for any loss arising from or related to this Agreement. Owner and/or General Contractor shall require their insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(d) **Cancellation of or Changes in Insurance.** Owner and/or General Contractor shall provide Grantor and County with, or Owner's and/or General Contractor's insurance policies shall contain a provision that Grantor and County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to Grantor and County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance shall constitute an Event of Default (as defined in Section 7.1) by Owner and/or General Contractor, upon which Grantor may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance:** Owner's and/or General Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute an Event of Default by Owner and/or General Contractor, upon which Grantor immediately may withhold payments due to Owner and/or General Contractor, and/or suspend or terminate this Agreement. Grantor, at its sole discretion, may obtain damages from Owner and/or General Contractor resulting from such Event of Default by Owner and/or General Contractor. Alternatively, Grantor may purchase the Required Insurance, and without further notice to Owner and/or General Contractor, deduct the premium cost from sums due to Owner and/or General Contractor or pursue reimbursement from Owner and/or General Contractor.

(f) **Deductibles and Self-Insured Retentions.** Owner and/or General Contractor shall identify any deductibles or self-insured retention ("SIR") exceeding \$25,000. Owner's and/or General Contractor's policies shall not obligate Grantor to pay any portion of any Owner and/or General Contractor deductible or SIR.

(g) **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date. Owner and/or General Contractor shall maintain such coverage for a period of not less than three (3) years following the expiration, termination or cancellation of this Agreement.

(h) **Application of Excess Liability Coverage.** Owner and/or General Contractor may use a combination of primary, and excess insurance policies that provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(i) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(j) **Alternative Risk Financing Programs.** Grantor reserves the right to review, and then approve, Owner's and/or General Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy

the Required Insurance provisions. Each of Grantor and County, and their agents, shall be designated as an Additional Covered Party under any approved program.

(k) **Owner Review and Approval of Insurance Requirements.** Grantor and County shall have the right to review and reasonably adjust the Required Insurance provisions, conditioned upon each of Grantor's and County's reasonable determination of changes in risk exposures.

5.14 Insurance Coverage Requirements – Types and Limits.[¶]

(a) **Insurance Coverage Requirements during Construction:**

(1) **Builder's Risk Course of Construction Insurance.** Such coverage shall:

(A) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO policy form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

(B) Be written on a completed-value basis and cover the entire value of the construction project, against loss or damage until completion and acceptance by Grantor.

- OR -

(2) **Installation Floater.** Such coverage shall:

(A) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO policy form CP 10 30), and the perils of earthquake, flood, risk of transit loss, loss during storage (both onsite and offsite) and collapse during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

(B) Cover all property to be installed (including labor) for the full contract value (without coinsurance) against loss or damage until completion and acceptance by Grantor.

(3) **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Grantor and County, and their agents, as additional insureds, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million

Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least three (3) years from the date the Project is completed and accepted by Grantor and County.

(4) **Automobile Liability insurance.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of General Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

(5) **Professional Liability/Errors and Omissions insurance.** Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of General Contractor, its officers or employees arising from or related to this Agreement with limits of not less than \$2 million per occurrence and \$4 million in aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of this Agreement.

(6) **Workers Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements.** Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against Grantor and County for injury to General Contractor's employees. If General Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

The insurance coverage described in Sections 5.14(a)(7) and 5.14(a)(8) below should be required only as applicable to the Project. In case operations performed by or on behalf of General Contractor might result in pollution conditions (sudden/accidental or gradual) or release, discharge, escape, dispersal or emission of asbestos, whether gradual or sudden, General Contractor's Pollution Liability Insurance or Asbestos Liability Insurance should be respectively requested.

(7) **General Contractor's Pollution Liability Insurance.** Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under section "C" for removal of pollutant from the work site. General Contractor shall maintain limits not less than \$2 million per occurrence and \$4 million aggregate.

(8) **Asbestos Liability Insurance.** Should there be any asbestos abatement work, such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or requests. Motor vehicle asbestos liability will be required under the Automobile Liability Insurance indicated above under section "C" if asbestos will be removed from the work site. Contractor shall maintain limits not less than \$2 million per occurrence and \$4 million aggregate.

During construction, General Contractor shall provide an all-risk builder's insurance policy in an amount specified in Section 5.14(a)(1) above. Owner and General Contractor shall provide comprehensive general liability insurance for personal injury, including, without limitation, bodily injury and death, and property damage; auto liability; and workers compensation in amounts specified in Sections 5.14(a)(3), 5.14(a)(4), and 5.14(a)(6) above. General Contractor shall provide professional liability, pollution liability, and asbestos liability in amounts specified in Sections 5.14(a)(5), 5.14(a)(7), and 5.14(a)(8) above.

(b) Insurance Coverage Requirements after Construction:

After completion of the construction, Owner shall provide original policies of insurance with insurance companies satisfactory to Grantor, with premiums prepaid for at least one (1) year, in an amount equal to the full replacement cost of the Project and all personal property and any other applicable items, without reduction of depreciation, but in no event less than the amount of the Grant. Insurance coverage shall include, but not be limited to, the following:

(c) Loss against or damage by fire, lightning, windstorm, hail, explosion, riot, vandalism, malicious mischief, sprinkler leakage, smoke, water damage, and any damage or loss from such hazards as are included in "extended coverage." Each policy shall contain a replacement cost endorsement and such other endorsements as are sufficient to prevent Owner and Grantor from becoming co-insurers within the terms of such insurance with respect to the Project.

(d) Comprehensive general liability insurance for personal injury, including, without limitation, bodily injury and death, and property damage in an amount satisfactory to Grantor and on a per person basis and on a per accident basis.

(e) Insurance covering the major components of the central heating, air conditioning, and ventilating systems, boilers, other pressure vessels, and high pressure piping in the buildings and Project, in an amount determined by Grantor, which policies shall also insure against physical damage to the Project arising out of an accident covered thereunder.

(f) Workmen's compensation insurance or written evidence satisfactory to Grantor that such insurance is not required or necessary in order to protect Grantor.

(g) Such other insurance or any replacements or substitutions thereof or additions thereto in such amounts as may from time to time be required by Grantor against other

insurable hazards or casualties which at the time are commonly insured against in the case of property similarly situated, with due regard being given to the height and type of buildings, their construction, location, use, and occupancy, or any replacements or substitutions therefor or additions thereto.

5.15 Agreement to Indemnify.

Owner agrees to protect, indemnify, defend, and save harmless County and County Parties and Grantor and Grantor Parties from and against any and all liability, expense, or damage of any kind or nature and from any suits, claims, or demands, including reasonable attorneys' fees and expenses, on account of any matter or thing, whether in suit or not, arising out of this Agreement or in connection with the construction, ownership, or use of the Project, unless said suits, claims, or damages are caused by gross negligence or willful malfeasance of Grantor. This obligation shall survive Project completion and termination of the Use Restriction.

5.16 Additional Agreements.

Owner agrees to perform hereunder as follows:

(a) To furnish to Grantor all instruments, documents, surveys, certificates, plans and specifications, appraisals, title and other insurance, reports, and agreements, all at Owner's expense.

(b) To do and execute all and such further lawful and reasonable acts, conveyances, and assurances in the law for the better and more effective carrying out of the intents and purposes of this Agreement, as Grantor shall require from time to time, in its sole and absolute discretion.

(c) To keep and maintain full and accurate accounts and records of operations in accordance with accounting principles applicable to businesses of the type in which Owner is engaged and consistent with principles heretofore applied by Owner in preparation of the financial statements supplied to Grantor and permit Grantor, by its duly authorized agents, to inspect and copy such accounts and records at any reasonable time.

(d) To maintain and preserve the existence of Owner in good standing under the laws of the State of California and maintain its right to transact business in the State of California, and in all other states where its activities and ownership of assets are such that qualification to transact business is necessary under the laws of such states.

(e) To promptly notify Grantor and County in writing of the occurrence of (a) any Event of Default or any event that would become an Event of Default upon notice or the passage of time or both, (b) any material adverse change in the business, property, assets, operations or condition, financial or otherwise, of Owner or the condition or value of the Project, and (c) the pendency or threat of any material litigation or arbitration and of any tax deficiency or other proceeding before any governmental body or official affecting Owner or the Project.

(f) Not to enter into any partnership or joint venture, or form any subsidiary or invest in any other entity, without the prior written consent of Grantor.

(g) Not to install in the Project any Personal Property, equipment or fixtures subject to any existing security agreement or interest.

(h) Not to store materials for which the cost in whole or in part has been funded by Grantor at any location except on the Project or at such other location previously approved in writing by Grantor.

ARTICLE 6 WARRANTIES OF OWNER

6.1 Warranties.

Owner hereby warrants and represents to Grantor that:

(a) Owner has full power to enter into and perform its obligations under this Agreement and the Grant Documents, and all other documents contemplated hereby or executed pursuant hereto. The execution and delivery of this Agreement and the Grant Documents and all other documents contemplated hereby or executed pursuant hereto and the performance and observance of their terms, conditions and obligations have been duly authorized by all necessary action on the part of Owner. This Agreement and the Grant Documents constitute, and any other agreement required hereby will constitute, when executed and delivered by Owner, valid and binding obligations of Owner enforceable in accordance with their respective terms, except as limited by general principles of equity and bankruptcy law.

(b) The execution and delivery of this Agreement and the Grant Documents, and consummation of all the transactions contemplated hereby and thereby, do not and will not conflict with, or be in contravention of, Owner's governing documents, any law, order, rule or regulation applicable to Owner, or any agreement or instrument to which Owner is a party, or by which the Project is bound or affected, and will not result in the creation of any lien, charge or encumbrance of any nature upon the Project other than that contemplated hereby.

(c) Owner has good and marketable title to the Property, subject only to exceptions that may be permitted by Grantor.

(d) The Property is duly and validly zoned for the construction, development, and use of the Project as contemplated by this Agreement. Such zoning is unconditional and no attacks or challenges are pending or threatened with respect thereto.

(e) The Grant transaction described herein has been duly authorized, and the persons executing this Agreement and the Grant Documents on behalf of Owner are duly empowered and authorized to do so.

(f) Any financial statements heretofore delivered to Grantor by Owner are true and correct in all respects, have been prepared in accordance with generally accepted accounting practices, and fairly represent the financial condition of Owner as of the date thereof. No material adverse changes have occurred in the financial condition of Owner from that reflected in such statements and, since the date of such statements, the business, properties, and assets of Owner have not been adversely affected in any material way.

(g) All written representations previously made and information previously given by Owner or their agents to Grantor or its agents remain true and correct.

(h) Owner is not in default under any notice, evidence of indebtedness, lease, contract, license, undertaking, or other agreement which will affect Owner's ability to perform hereunder.

(i) There are no actions, suits, or proceedings pending or, to the best of Owner's knowledge, threatened against Owner or relating to the business, properties, and assets of Owner, and no judgment, order, or decree has been rendered which has not been discharged, satisfied, or complied with, other than as disclosed to Grantor in writing prior to the execution of this Agreement that would affect the Owner's ability to perform the duties under this Agreement.

(j) Owner has no knowledge of any violations or notices of violations of any federal law or municipal ordinance or order or requirement of the State of California, or any municipal department or other Governmental Authority having jurisdiction affecting the Project, which violations in any way relate to or affect the Project.

(k) Neither the Grant Documents or this Agreement, nor Owner's performance of its obligations thereunder and hereunder, will result in any violation of, or be in conflict with, or result in the creation of, any mortgage, deed of trust, lien or encumbrance upon any of the properties or assets of Owner pursuant to, or constitute a default under, any mortgage, deed of trust, indenture, contract, agreement, or instrument to which Owner is a party, or to which any of its properties are subject, or constitute a violation of any permit, judgment, decree, order, statute, rule or regulation applicable to Owner or of the articles of incorporation or bylaws of Owner.

(l) The Plans and Specifications, construction pursuant thereto, and the use of the Project contemplated thereby comply and will comply with all governmental laws and regulations and with all requirements, standards, and regulations of all city, county, and state boards, departments, or agencies.

(m) All utility services necessary for the proper operation of the Project for its intended purposes are available at the Project, including water, storm and sanitary sewer facilities, electricity, gas, and telephone facilities.

(n) All building permits required for construction of the Project have been or will be obtained, and copies of same will be delivered to Grantor prior to disbursement of any Grant proceeds.

(o) Owner is not delinquent or in default nor has any deficiency assessment been made or threatened against Owner with regard to any federal, state, county, city, district, or other taxes.

(p) No work or construction has been commenced by or on behalf of Owner on the Project, nor has Owner entered into any contracts or agreements for such work or construction which could result in the imposition of a mechanic's or materialman's lien on the Project.

(q) The Plans and Specifications, the construction of the Project, the Budget and the construction schedule have been approved by Owner. The Plans and Specifications and construction schedule have been approved by the Architect, General Contractor and, to the extent required by any agreement, by all parties to such agreements.

ARTICLE 7

DEFAULT AND REMEDIES OF OWNER

7.1 Events of Default.

The following shall constitute events of default (each, an “**Event of Default**”) under this Agreement:

(a) Owner’s failure to keep, observe, perform, carry out, and execute in every particular the covenants, agreements, obligations, and conditions set out in the Use Restriction and this Agreement, and in any other Grant Document executed by Owner in connection herewith.

(b) The failure of Owner to make any deposit of funds required hereunder, if any.

(c) The failure of Owner to satisfy any condition of its right to the receipt of any advance hereunder for a period in excess of thirty (30) days.

(d) Any deviation in the work of construction from the Plans and Specifications without the prior written approval of Grantor (except as provided in Section 5.3), the appearance of or failure to timely remedy defective workmanship or materials.

(e) The neglect, failure, or refusal of Owner to keep in full force and effect any permit or approval with respect to the construction or use of the Project as required herein.

(f) The failure to complete the construction of the Project by the Completion Date herein specified, unless otherwise agreed to in writing by both Parties.

(g) Any person obtaining an order or decree in any court of competent jurisdiction enjoining the construction of the Project or enjoining or prohibiting this Agreement, and such proceedings are not discontinued and such decree is not vacated within thirty (30) days after the granting thereof.

(h) Grantor’s determination that any statement or warranty of Owner contained herein, or contained in any other instrument executed or delivered by Owner in connection with the transactions pursuant to which this Agreement is executed, is untrue or misleading in any material aspect.

(i) Subjection of the Project or any part thereof to waste, or to removal, demolition, or material alteration, so that the value of the Project be diminished and Grantor (in its reasonable determination) be not adequately protected from any loss, damage, or risk associated therewith.

(j) The filing or recording of any claim or lien affecting the Project, or any part thereof, or any tax lien against Owner or the Project, or the serving of any notice upon Grantor, unless the same shall be removed, or Grantor, in Grantor's opinion, be secured against any loss or damage therefrom, all within twenty (20) days from the date of such filing or recording. Owner shall have the right to contest any such lien provided the requirements of Section 5.7 of this Agreement are met. Grantor shall have the rights to any escrow deposits as set forth in Section 5.7 of this Agreement.

(k) The insolvency or bankruptcy of Owner, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the making by Owner of an assignment for the benefit of creditors, or the consent of Owner to the appointment of a trustee or receiver or other officer of a court or other tribunal for the Project, or for Owner, or for a substantial part of the properties of Owner.

(l) The appointment of a trustee or receiver or other officer of court for the Project or for Owner or for a substantial part of the properties of either, without the consent of Owner, where no discharge is effected within forty-five (45) days.

(m) The institution of any proceedings under the federal bankruptcy laws by Owner or the institution of such proceedings against Owner when such proceeding is consented to by Owner or is not dismissed within forty-five (45) days from the date of filing.

(n) The actual or constructive abandonment of all or a substantial portion of the Project (such abandonment constituting an assignment to Grantor, at Grantor's option, of Owner's interests in any lease or contract now or hereafter affecting the abandoned property).

(o) The conveying, transferring, or leasing of the Project or any part thereof or interest therein without the prior written consent of Grantor.

(p) The occurrence of any default or event of default under any of the Grant Documents, whether or not such occurrence would otherwise constitute an Event of Default hereunder.

(q) The filing of any suit against Owner which, if adversely determined, could substantially impair the ability of Owner to perform each and every one of its obligations under and by virtue of the Grant Documents.

(r) Failure of Owner to execute any documents reasonably required under Section 5.16 within twenty (20) days of proper notice of such requirement.

7.2 Remedies.

Owner agrees that, upon the occurrence of any Event of Default, Grantor's obligation to make any further disbursements of proceeds hereunder shall cease, and Grantor shall have the right, in addition to all other rights and remedies available to Grantor hereunder or under the Grant Documents or by law, to do any or all of the following and in such order as Grantor, in its sole discretion, deems advisable:

(a) Grantor may require repayment of the Grant, and thereupon the amount of the Grant disbursed to Owner shall become immediately due and payable, without further demand upon Owner.

(b) If the Event of Default may be cured by the payment of money, Grantor shall have the right to make such payment from the Grant, thereby curing the default. If the payment of any such sums results or may result, in Grantor's good faith determination, in an increase in the amount required to complete construction of the Project, then Grantor may apply funds from the Contingency Allowance.

(c) Upon the occurrence of an Event of Default as described in Section 7.1(d), should any deviation from the Plans and Specifications for the Project appear to or should have any defective or unworkmanlike labor or materials used in the construction of the Project, or should Grantor receive knowledge of encroachments to which there has been no consent, Grantor shall have the right to immediately order a stoppage of construction on the Project and demand that the condition be corrected. After issuance of such an order in writing, no further work shall be done on the Project without the prior written consent of Grantor unless and until such condition has been fully corrected.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Waivers.

No advance of Grant proceeds hereunder shall constitute a waiver of any of the conditions of Grantor's obligation to make further advances, nor, in the event Owner is unable to satisfy any such condition, shall any such waiver have the effect of precluding Grantor from thereafter declaring such inability to be an Event of Default as herein provided. No waiver of any default or breach by Owner hereunder shall be implied from any omission by Grantor to take action on account of such default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the waiver, and it shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by Grantor and/or County to or of any act by Owner requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. Parts or the whole of any advance for the Grant may be disbursed before or after it becomes due hereunder, at Grantor's and County's discretion, and any such disbursement shall be deemed to be made pursuant to this Agreement and not in modification hereof.

8.2 Payment of Expenses.

If Owner fails to pay any costs or expenses of Grantor that are the obligation of Owner hereunder, or if Grantor pays any costs or expenses that are the obligation of Owner hereunder, then Grantor may pay such costs or expenses, or reimburse itself, from the Contingency Allowance.

8.3 Third Party Beneficiaries.

Owner agrees that County shall be deemed to be an intended third-party beneficiary of Owner's obligations under this Agreement, and that any default by Owner hereunder shall also be deemed to be a default in favor of County. Except as expressly set forth in the preceding sentence or otherwise in this Agreement, no parties other than Owner and Grantor, and their respective successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.

8.4 No Joint Venture.

Nothing contained in this Agreement or in any of the other Grant Documents shall be construed as creating a joint venture or partnership between Owner and Grantor.

8.5 Notices.

Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing, shall be deemed to have been given if sent by (a) registered or certified mail, return receipt requested, postage prepaid, (b) hand delivery, (c) overnight courier service, or (d) electronic mail, provided a copy is sent by regular mail or overnight delivery within three (3) Business Days following the electronic transmission, and shall be deemed effective as of the date actually received or refused by to the addressee. Such notices shall be addressed as follows (or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section 8.5):

Grantor:

Brilliant Corners
527 West 7th Street, 11th Floor
Los Angeles, California 90014
Attn: Danielle Wildkress, Chief Program Officer
Tel: 1-888-618-9242
Email: dwildkress@brilliantcorners.org

Owner:

City of Long Beach
411 W. Ocean Blvd., 10th Floor
Long Beach, California 90802
Attn: Director of Public Works

County:

Los Angeles County Department of Health Services
313 N. Figueroa Street
6th Floor East
Los Angeles, California 90012

Attn: Contracts and Grants Division - Stacey Asada

With a Copy to:

Office of the County Counsel
County of Los Angeles
500 W. Temple Street, 6th Floor
Los Angeles, California 90012
Attn: Health Services Division

8.6 Integration; Modification.

This Agreement, together with the Grant Documents, constitutes the complete and final expression of the agreement of the Parties relating to the Project and the Property and supersedes all previous contracts, agreements, and understandings of the Parties, either oral or written, relating to the Project. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by both Parties.

8.7 Severability.

If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

8.8 Authority to File Notices.

Owner hereby irrevocably appoints, designates, and authorizes Grantor as its agent to file for record any notices of completion, cessation, or labor, or any other notice Grantor deems necessary or desirable to protect its interest hereunder or under any of the Grant Documents.

8.9 Actions.

Grantor shall have the right to commence, appear in, or defend any action or proceeding purporting to affect the rights, duties, or liabilities of the Parties or the disbursement of any funds. In connection therewith, Grantor may incur and pay costs and expenses, including reasonable attorneys' fees, and Owner agrees to pay to Grantor upon demand all such expenses.

8.10 Governing Law.

This Agreement is to be performed in the State of California and shall be construed in accordance with the laws of the State of California.

8.11 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, provided that Owner shall not assign its rights hereunder in whole or in part without the prior written consent of Grantor and County, each in their sole and absolute discretion, and any such assignment without said consent shall be void. Upon written notice by County to Grantor and Owner, Grantor shall assign its rights hereunder to County, or a third party as determined by County, in its sole discretion, such assignment to be effective immediately and honored by Owner without further notice or confirmation from County. Any assignment of this Agreement shall not relieve the Owner from its liability under this Agreement.

8.12 Conflict.

In the event of any inconsistency between provisions hereof and any of the Grant Documents, it is intended that, during the continuance of this Agreement, this Agreement shall be controlling.

8.13 Time¶

Time is of the essence in the performance of this Agreement by Owner.

8.14 No Construction Against Preparer.

This Agreement has been prepared by Grantor and its professional advisors and reviewed by Owner and its professional advisors. Grantor, Owner, and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Grantor or Owner or against either Grantor or Owner merely because of their efforts in preparing it.

8.15 Counterparts.

This Agreement may be executed and delivered in multiple original counterparts, by fax or "PDF" sent by e-mail or similar means of electronic communication, each of which shall constitute a counterpart original and all of which together shall constitute one complete, binding document. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

8.16 General Rules of Interpretation¶

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs and sections of this Agreement are for convenience only and do not define or limit any terms or provisions. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to articles, paragraphs, sections and exhibits

mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (iii) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

8.17 Solicitation of Consideration¶

It is improper for any County officer, employee or agent to solicit consideration in any form from Owner with the implication, suggestion or statement that Owner's provision of the consideration may secure more favorable treatment for Owner in the award of this Agreement or that Owner's failure to provide such consideration may negatively affect County's consideration of Owner's execution of this Agreement. Owner shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. Owner shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

[Signatures on next page(s).]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

CITY OF LONG BEACH,
a California municipal corporation

By: Linda F. Jatum
Thomas B. Modica
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM AND RETURNED

9.2, 2020
CHARLES PARKIN, City Attorney

By: [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

GRANTOR:

BRILLIANT CORNERS,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

CITY OF LONG BEACH,
a California municipal corporation

By: _____
Thomas B. Modica
City Manager

GRANTOR:

BRILLIANT CORNERS,
a California nonprofit public benefit corporation

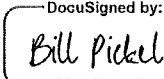
By:  _____
Name: BILL PICKEL
Title: Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

The real property referred to herein is situated in the County of Los Angeles, City of Long Beach, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOT 1 IN BLOCK 24, OF THE CALIFORNIA COOPERATIVE COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21 PAGES 15 AND 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE 330 FOOT STRIP OF LAND DESCRIBED AND DESIGNATED AS PARCEL NO. 2 IN THE DEED FROM EDISON SECURITIES COMPANY TO SOUTHERN CALIFORNIA EDISON COMPANY, DATED FEBRUARY 29, 1928, RECORDED IN BOOK 9514, PAGE 345 OF OFFICIAL RECORDS, RECORDS OF SAID LOS ANGELES COUNTY, WITH THE CENTER LINE OF ATLANTIC BOULEVARD (STATE HIGHWAY), AS NOW ESTABLISHED, 100 FEET WIDE, ACROSS SAID LOT 1, SAID PARCEL NO. 2 BEING A PORTION OF LOT 3, AS SAME IS SHOWN ON MAP NO. 2 OF PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY LTD., FILED IN BOOK 1, PAGE 51 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE FROM SAID POINT OF BEGINNING WESTERLY ALONG SAID SOUTH LINE OF SAID PARCEL NO. 2, A DISTANCE OF 175 FEET, MORE OR LESS, TO THE EAST LINE OF THE LAND DESCRIBED AS THE FIRST EXCEPTION UNDER PARCEL 1 IN THE DEED OF MATTIE M. COUCH TO ETHEL MAY GRIFFIN, DATED JANUARY 30, 1926, AND RECORDED FEBRUARY 24, 1926 IN BOOK 5567 PAGE 307 OF OFFICIAL RECORDS, RECORDS OF SAID LOS ANGELES COUNTY, SAID EAST LINE BEING ALSO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL "C" IN THE DEED FROM TITLE INSURANCE AND TRUST COMPANY TO EDISON SECURITIES COMPANY, DATED JULY 16, 1932 AND RECORDED IN BOOK 11754, PAGE 96 OF OFFICIAL RECORDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTHERLY, ALONG SAID EAST LINE, 155 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AS THE SECOND EXCEPTION UNDER PARCEL 1 IN SAID ABOVE REFERRED TO DEED FROM MATTIE M. COUCH TO ETHEL MAY GRIFFIN; THENCE EASTERLY ALONG SAID NORTHERLY LINE, 170 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF ATLANTIC BOULEVARD; THENCE NORTHERLY ALONG SAID CENTERLINE, 155 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:

THOSE PORTIONS OF LOT 1 IN BLOCK 24, OF THE CALIFORNIA COOPERATIVE COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21 PAGES 15 AND 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE 330 FOOT STRIP OF LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, AS REFERRED TO ABOVE IN

THE DESCRIPTION OF PARCEL 1, WITH THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE GRANT OF EASEMENT FROM ELEANOR A. PRESTON TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, RECORDED IN BOOK 3977, PAGE 263, OF OFFICIAL RECORDS, RECORDS OF SAID LOS ANGELES COUNTY, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL "C" IN THE DEED FROM TITLE INSURANCE AND TRUST COMPANY TO EDISON SECURITIES COMPANY, DATED JULY 16, 1932, AND RECORDED IN BOOK 11754, PAGE 96, OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG SAID EASTERLY LINE, 153 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED BY TITLE INSURANCE AND TRUST COMPANY TO EDISON SECURITIES COMPANY ABOVE REFERRED TO; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LAND CONVEYED BY TITLE INSURANCE AND TRUST COMPANY TO EDISON SECURITIES COMPANY 346.4 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LAND, THENCE NORTHERLY ALONG THE EAST LINE OF SAID LAND CONVEYED BY TITLE INSURANCE AND TRUST COMPANY TO EDISON SECURITIES COMPANY, SAID EAST LINE BEING ALSO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS THE FIRST EXCEPTION UNDER PARCEL 1 IN THE DEED FROM MATTIE M. COUCH TO ETHEL MAY GRIFFIN DATED JANUARY 30, 1926, AND RECORDED FEBRUARY 24, 1926, IN BOOK 5567 PAGE 307 OF OFFICIAL RECORDS, A DISTANCE OF 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID ABOVE REFERRED TO 330 FOOT STRIP OF LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY; THENCE WESTERLY ALONG SAID SOUTH LINE, 324 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM SAID PARCEL 2, 8/13 PERCENT OF ALL OIL, GAS, ETC., FOUND IN OR PRODUCED FROM SAID PARCEL 2, AS RESERVED IN DEED FROM ELEANOR A. PRESTON, RECORDED IN BOOK 5646, PAGE OF 240 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM PARCELS 1 AND 2 AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND ALL OTHER MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER THE LAND DESCRIBED ABOVE AS PARCELS 1 AND 2, SUBJECT, HOWEVER, TO RESERVATION OF 8 1/13 PERCENT OF ALL OIL, GAS, ETC., FOUND ON OR PRODUCED FROM THE LAND DESCRIBED ABOVE AS PARCEL 2, AS RESERVED IN THE DEED FROM ELEANOR A. PRESTON, RECORDED IN BOOK 5646, PAGE 240 OF OFFICIAL RECORDS ABOVE, AS RESERVED IN DEED FROM EDISON SECURITIES COMPANY, A CORPORATION, RECORDED MAY 8, 1942 IN BOOK 19320 PAGE 115 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF TRACT OF LAND IN THE RANCHO SAN PEDRO, MARKED "WIDNEY" ON THE MAP OF THE HELLMAN TRACT, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 2, PAGES 524 AND 525 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 1 IN BLOCK 24 OF THE CALIFORNIA CO-OPERATIVE COLONY TRACT, IN SAID CITY, AS PER MAP RECORDED IN BOOK 21, PAGES 15 AND 16, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS A WHOLE AS FOLLOWS:

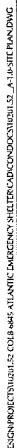
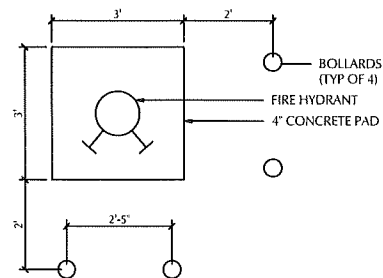
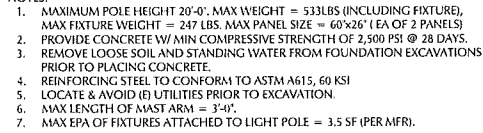
BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY TINE OF SAID TRACT MARKED "WIDNEY". BOUNDED NORTHERLY BY THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF LOT 3, THE PROPERTY OF CALIFORNIA EDISON COMPANY LTD., MAP NO. 2, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 51, OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN

ON SAID MAP AS HAVING A BEARING AND LENGTH OF "SOUTH 89°14'26" WEST, 1280.43 FEET".

BOUNDED EASTERLY BY THE EASTERLY LINE OF LOS ANGELES COUNTY FLOOD CONTROL RIGHT-OF-WAY DESCRIBED IN THE GRANT OF EASEMENT FROM ELEANOR A. PRESTON TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, DATED APRIL 2, 1925, AND RECORDED IN BOOK 3977 PAGE 263, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

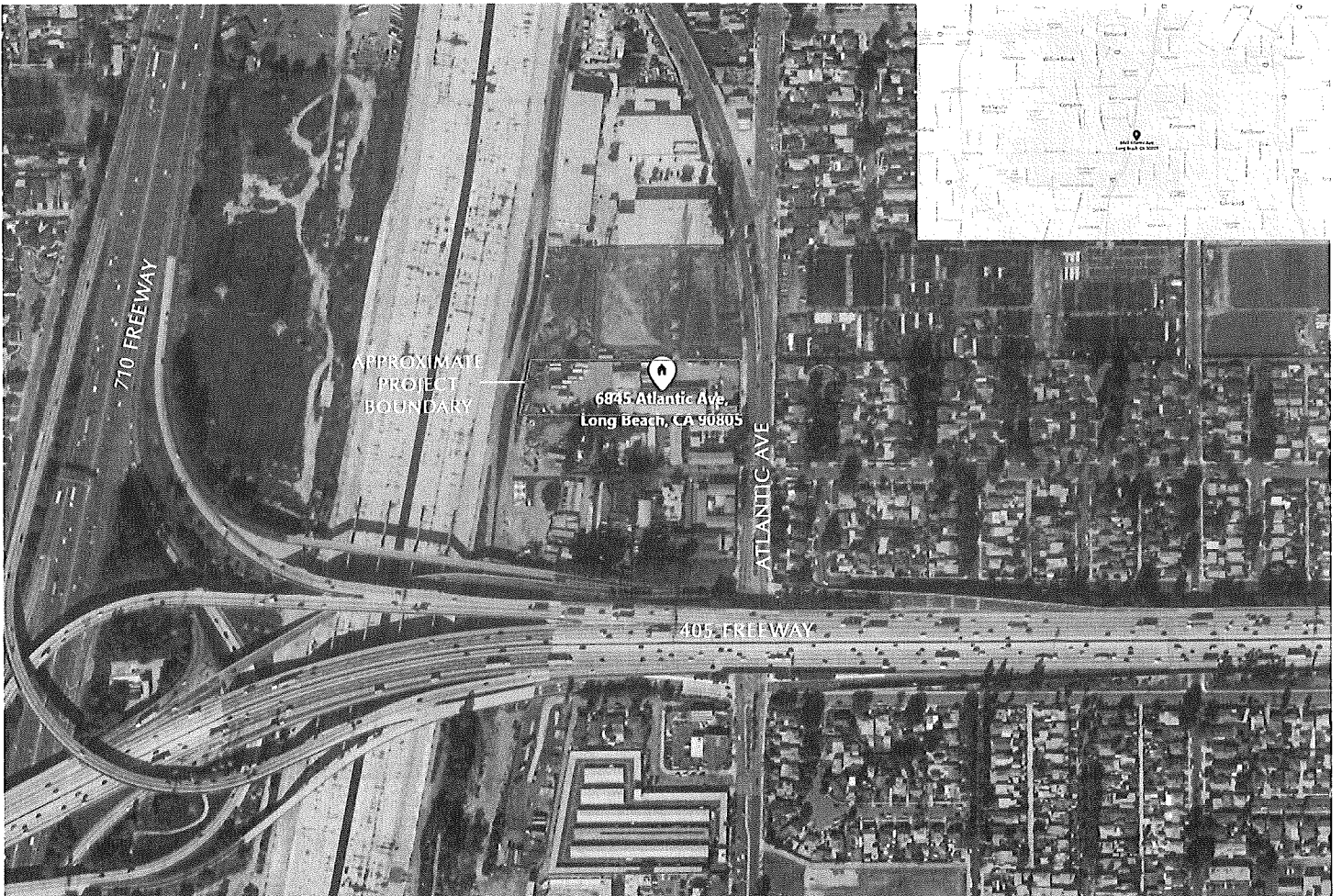
BOUNDED WESTERLY BY THE WESTERLY LINE OF THE LANDS QUITCLAIMED IN THAT CERTAIN QUITCLAIM DEED FROM LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ASSOCIATED SOUTHERN INVESTMENT COMPANY, RECORDED FEBRUARY 20, 1964, IN BOOK D2366, PAGE 893, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B
SITE PLAN
[ATTACHED]



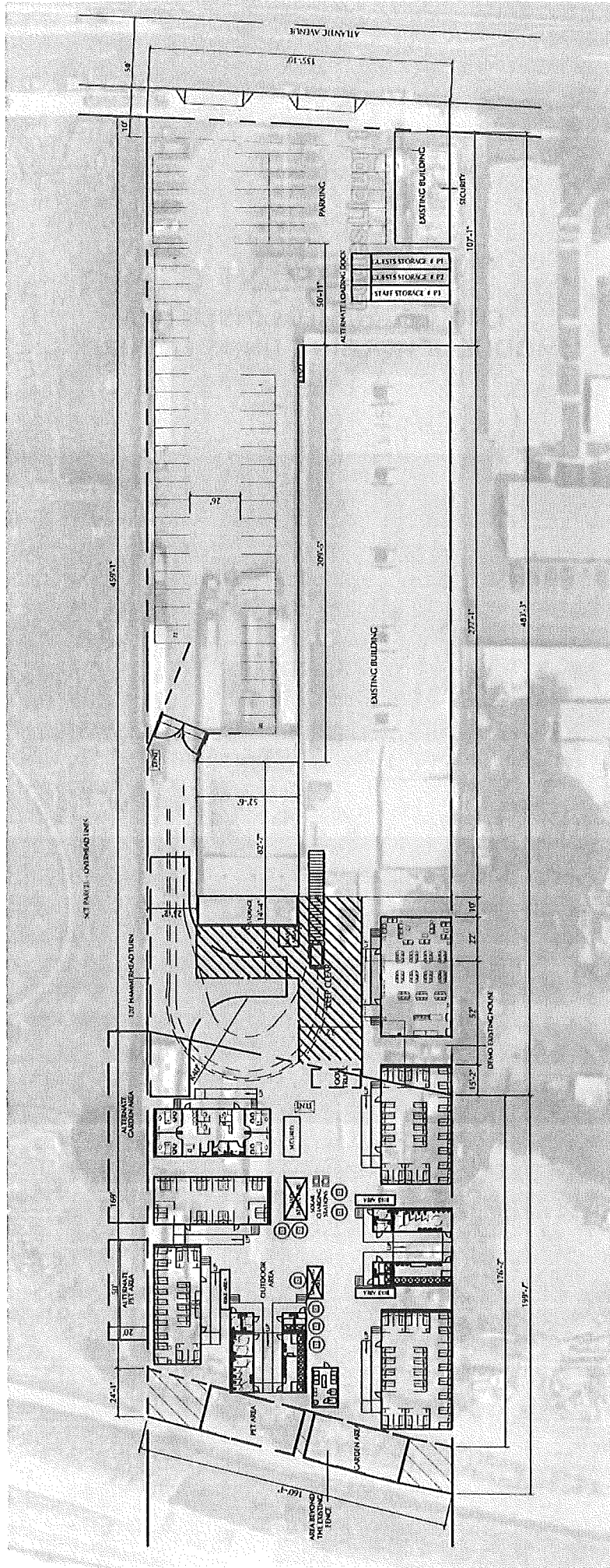
ATTACHMENT A

MAP OF SUBJECT PROPERTY



ATTACHMENT B

PRELIMINARY SITE PLANS



ATTACHMENT C
CITY OF ANAHEIM INSTALLED
MODULAR HOUSING UNITS PICTURES

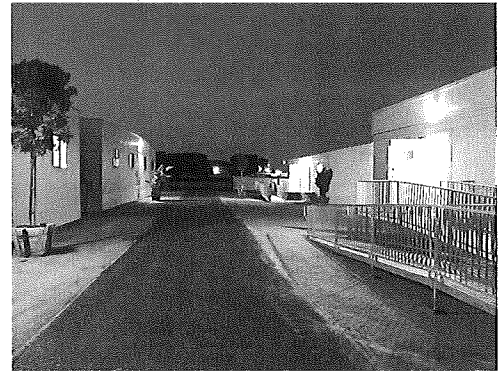
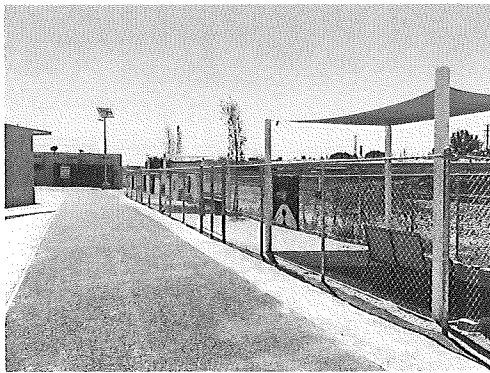
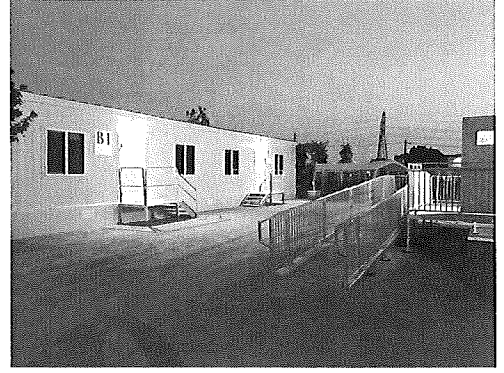


EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D
ARCHITECT AGREEMENT
[ATTACHED]

Additional Service #001

August 12, 2019

Mouhsen Habib
PMD Project Manager
City of Long Beach
333 West Ocean Boulevard, 3rd Floor
Long Beach, CA 90802
T 562.570.5754
E mouhsen.habib@longbeach.gov
c/o Dustin Alamo | Griffin Structures
T 949.280.4441
E dalamo@griffinstructures.com

RE: Year Around Shelter Site | 6845 Atlantic Avenue, Long Beach, CA
Appx. +/- 20,000 SF

Project No: 19.0306.00

Dear Mr. Habib,

This Additional Service Authorization, when signed by you and returned to Kamus + Keller, Inc. (KKIA), shall constitute our agreement to perform the services as listed below for the above referenced project, per the terms of the existing Master Agreement. Please note that all scope and fee information included herewith expire thirty (30) days after issuance of this add service proposal. Additional add services requested will be noted as Add Service #002.

SCOPE OF WORK:

SCHEMATIC DESIGN (0015)

KKIA will review the provided example information and provide a schematic site plan depicting the proposed container outline within the existing City lot property line. The proposed location will indicate a general area footprint and proposed overlay to the existing site conditions to help determine feasibility of the container placements and impact to existing building locations.

MEETINGS (019)

KKIA will attend in person or on call meetings as requested.

SUPPLEMENTAL | EXCLUDED SERVICES

Except as expressly provided for elsewhere in this Agreement, the following items are not contemplated or included within KKIA's Scope or Fee. KKIA can perform certain services among the list below as an additional service and for an additional fee.

1. It is assumed that the existing building infrastructure and systems are adequate for the scope of this project. Utility upgrades, retrofit design, site improvements or changes to the building core, shell, or lobbies other than noted in the above-stated Scope of Services would be addressed in a separate proposal.
2. Permits or Agency fees, Variances, Entitlements, or Special Planning Processes.
3. Review of MSDS sheets, quantities and chemical classification.
4. Occupancies other than B.
5. Preparation of meeting minutes during construction.
6. As-Built drawings for Contractor/Ownership Records.
7. Consultancy with Acoustical Engineers or Designers, Lighting Designers, Fire Protection Services or Systems, Hazardous Materials or Waste Practice Services, Product Safety or UL Testing Services, or Audio-Visual Services or Systems.
8. Multiple phases of the project.
9. Cost Estimating Services or Value Engineering (cost reduction exercises).
10. Lighting Design, Audio Visual, or Communication Consultants.
11. Furniture inventories, selection/specification, or installation plans.
12. Plumbing/Restroom Fixture Analysis and Calculations.
13. All other Architectural Design, Engineering, or Consultancy services not specifically described as part of our above-stated Scope of Services.

~~CONFIDENTIAL~~

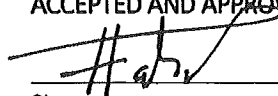
SUMMARY OF COMPENSATION:

PHASE	TOTAL	CLIENT INITIALS
Schematic Design	\$2,500.00	_____
Meetings (<i>estimated 10 hours at \$150/hour</i>)	\$1,500.00	
TOTAL	\$4,000.00	

	TOTAL
Original Approved Proposal Amount	\$14,400.00
Additional Services #001	\$4,000.00 ✓
NEW CONTRACT AMOUNT	\$18,400.00

We look forward to continuing work with you on Year Around Shelter Site. Please sign below indicating your approval to proceed. Work will begin upon receipt of signed, dated, faxed copy or email authorization of approval.

ACCEPTED AND APPROVED:



Signature

Mounira Habib

Print Name

8/23/19

Date





November 20
, 2019

Mouhsen Habib
Project Manager / CPC III
City of Long Beach
Public Works
411 W Ocean Blvd, 5th Floor
Long Beach, CA 90802
Via email Mouhsen.Habib@longbeach.gov

Subject: Proposal for Architectural Services for the City of Long Beach Year-Round Shelter

Dear Mouhsen:

Kardent is honored to have the opportunity to submit our proposal for professional services for the temporary Homeless Shelter in the City of Long Beach.

PROJECT UNDERSTANDING

The City of Long Beach is building a temporary homeless shelter on the property located at 6845 Atlantic Ave. The project intends to utilize prefabricated modular facilities for dormitory rooms, management, toilets and showers and common areas. The intended program as provided is listed below:

- 80 single beds for men (some of these can be bunks)
- 30 single beds for women (some of these can be bunks)
- 5 sets of bunk beds that can sleep 2 each bunk for couples
- Front desk (2 work stations) (space for wheelchair check in)
- Interview rooms (2)
- Staff break room (1)
- Staff bathrooms (2)
- Separate restrooms per gender
 - 1 toilet per 25 people
- Lobby – electronic charging stations
- Family “respite” room (1)
- Single “respite” room (1)
- Kitchen space
 - Need ability to prepare food
 - Sinks, ovens, pantry, fridges, freezer, microwave
 - Shelter to serve hot dinners and continental breakfasts
 - Separate fridge for medications
- Communal dining/social area
- Shower facility (4 single occupancy, with ADA accessibility)
- Laundry facility (2 washers 2 dryers)
- Outdoor weather proof storage lockers – shopping cart sized (6-8)
- Outdoor area for smoking
- Outdoor kennel for pets or emotional support animals (8)
- Storage space for donations (food, supplies, bedding, etc.)
- Trash/dumpster enclosures

Additional Program Considerations:

- Conference room
- Fenced dog run area
- Clinic Space
 - Rooms for: Nurse (1), Counselor (1), Intake (1)
- Outdoor improvements:
 - Smoking area
 - Raised beds for gardening
 - Shade structure with tables and chairs
 - Pull up station for mobile food/health units
- A sense of privacy
- Lavender/fresh plants
- Natural lighting (windows, skylights)
- Wind chimes
- Ability to see around corners, feel at ease

In addition, parking areas for staff and client vehicles, fire and emergency vehicle access roads and other paved areas are planned. Security fencing with gates, site lighting, and video / security cameras will be constructed to meet the needed requirements.

Temporary modular buildings for all functions will be used, as many as to accommodate the required program. Utility hook ups for electrical, water and sewer are required. Sewer and water are available on site. Electrical transformers may be required to energize the modular buildings. Overhead electrical lines are nearby, an SCE Planner is required to verify existing service and method of providing new service.

The site is paved and a leveled area, a topographic survey is required to address storm water runoff, grading if any is expected to be minimal. Trenching for underground utilities is also required.

Kardent will provide architectural design, engineering design, project management, and construction administration to assist the City in completing the project by June 2020. The modular buildings will be supplied and installed by a third party. Kardent will coordinate the design efforts with the designated supplier.

Kardent proposes to divide the project scope of work into three phases:

1. Conceptual Design
2. Schematic Design
3. Final Design, Construction Drawings, FF&E, Construction Management

This first phase will include the development of the programming needs and creating a conceptual site and floor plans. The site and floor plans will assist in establishing a preliminary construction estimate for all project costs and project schedule.

The second phase will be the development of the schematic design documents. Once the design concept has been approved, Kardent will meet with the appropriate Agencies to discuss the new facility and determine code approval requirements. Document submittals for City permits will be determined within a few weeks.

The third phase of work will include preparing all required drawings for construction, furniture/fixtures/equipment specifications and construction administration.

SCOPE OF SERVICES

Kardent will provide the following services:

I. Phase One: Conceptual Design

A. Space Use Programming

Meet with the project representatives to establish team responsibilities, methods of approval, project procedures, and schedule requirements.

Define the project's purpose, scope and goals as well as the work functions to be housed within the facilities. Review standards of operations, including organization, staff functions and work areas. Utilize the information gathered from meetings to validate the types of program functions required at the facility.

B. Conceptual Site and Floor Plans

Kardent shall examine and analyze available information provided by the client and advise to any additional information necessary to begin specific design work on the project.

Will prepare site and floor plans. The site plan will include buildings placement, parking areas, and available space for future buildings. The floor plan studies will illustrate interior partitions, door locations, and location of workstations, freestanding furniture, and equipment.

During the development of the floor plans, meetings will be conducted with the Fire and Building Departments and approval agencies including Planning and Health to confirm compliance with the Governing Building Codes.

C. Conceptual Project Budget and Schedule

Prepare a schematic project budget including potential construction costs, furniture and equipment costs, design fees and other related project requirements.

Assist in preparing a schematic schedule for the entire project duration. We will itemize the time required for Design, planning, city meetings, other approval meetings and construction durations.

II. Phase Two: Schematic Design

A. Preliminary Schematic Design

Kardent shall prepare Schematic Design Studies with drawings illustrating the design concept and relationships of the project components for approval.

Kardent will present the schematic design studies to review the progress and receive feedback on the efforts. At the final presentation, Kardent shall provide complete sets of the drawings and other documents for approval by the City of Long Beach.

The drawings shall include a proposed site utilization study of the property, schematic plans of all floor plan conditions, and elevations indicating the fundamentals of the facility concept.

The presentation shall incorporate Kardent's construction estimate and breakdown, as well as the project schedule.

B. Schematic Design Package

The final Schematic Design presentation documents shall contain:

General Information

Life Safety plans with egress routes and ADA accessibility
Occupant loads
Fire Apparatus access

Site Plan

Access and Circulation
Fence – security areas
Parking stall and lighting
Storage Buildings
Landscape
Civil Engineering (Schematic Grading – Storm Water Management, Utility and Hydrology)
Underground electrical and plumbing design

Plans

Floor plans
Roof plans
Preliminary furniture/equipment selections and plan
Occupancy separation and rated wall locations (if required)
Door & Windows & Finishes
Reflected Ceiling – Lighting Plan

Modular Building Considerations

Exterior location of fixed and operable windows and doors, access ramps and stairs.
Exterior overall dimensions and heights, including min clearances around buildings.
Exterior/Interior finish materials
Exterior cladding systems
Exterior lighting locations

Details

Preliminary significant wall details
Significant structural details as required
Preliminary Mechanical Equipment schedule
Specialty walls – Fencing, gates, ramps etc....

Engineering

Field survey to obtain sufficient horizontal and vertical data on the existing site conditions for civil engineering
The survey data will include curb grades, critical tie in points within the area of improvements.
Design surveys shall include the location of above ground evidence of underground utilities such as manholes, catch basins, plumbing and all other existing conditions
Site and Modular Electrical, and Plumbing system design
Exterior electrical transformers (if needed); POC (Edison) and associated underground conduits
Incorporate information from separate engineering studies
Low voltage and data conduit and structure wiring locations and details

Plan Check Support

Prepare plan check documents
Plan Check Corrections as needed
Issue approved drawings for bidding

Furniture Fixtures and Equipment

Floor Plans
Specifications including finishes

City of Long Beach Development Services Review

Kardent shall meet with the City of Long Beach approval agencies to review the design development. The initial site and modular building floor plans and site plan will be presented, and review procedures to ensure prompt approval.

III. Phase Three: Final Design and Construction Drawings

A. Construction Documents & Specifications

Based on the approved design development, Kardent will prepare contract documents for construction. These documents will include:

Title Sheet, Project Information, General Notes and Conditions, Project Location Maps
Site Plans in conjunction with the Civil and Geotechnical engineers
Egress Plans including emergency vehicle access
Partition Plans (Modular Interiors)
Furniture and Equipment Plans
Electrical / Voice / Data Plans
Plumbing Engineering Plans
Finish Plan and Finish Specifications
Coordinate Electrical, Plumbing Engineering / Utilities requirements
Coordinate Restroom and Showers Plans and Details with modular supplier
Construction Details for fencing and accessory buildings
Provide drawings for to the Agencies for review

B. Construction Bidding Assistance

Assist in preparing cost quotation packages for construction.
Assist in preparing quotation documents to the recommended general and sub contractors.
Assist in reviewing cost proposals and make recommendations.
Respond to contractor's requests for information during quotation and construction period.

C. Construction Administration

Prepare and maintain complete project records through appropriate documentation including conference reports, correspondence, and contract documents. Submit those records to the City of Long Beach as part of project closeout.

Attend progress meetings with the City, contractors and the design team. Record, transcribe and distribute minutes to all attendees.

Observe the progress of the work and advice of any deviations, defects or deficiencies Kardent observes in the Work.

Assist with developing the project schedule, including the construction schedule from the contractors and recommend revisions based on the scope of the work and existing conditions.

Review the progress of construction with the City of Long Beach, City and contractors, observe work in place and properly stored materials, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

Assist with reviewing change orders by the contractors. Assist in evaluating the contractor's proposal for accuracy in the work performed.

In conjunction with our consultants, assist in preparation of the punch list and review such work is completed to the satisfaction of the City of Long Beach. At the conclusion of all corrective action of all punch list items, make a final comprehensive review of the project, and make a report that will indicate whether Kardent and our consultants find the work performed acceptable under the contract documents and make recommendations for payment to the Contractor.

IV. Phase Four: Furniture Selection and Specifications

1. Preliminary Planning and Specifications

Prepare final specifications providing the most up-to-date information on products, materials, finishes and prices.
Provide various options in prices relating to specific products, materials and finishes.
Determine the time required for the order entry process, manufacturing, shipping, delivery and installation.
Coordinate the manufacturer's schedules and reserve production time and goods when necessary.
Prepare installation floor plans by coding each item to be installed and to ensure that all items are ordered correctly and in the right quantities.

2. Purchasing Assistance

Transmit to furniture dealer for preparation of sales orders for final review and approval.
Upon approval of sales orders, purchase orders shall be sent to manufacturers that correspond precisely to the coded floor plans and sales orders.
Confirm manufacturer's acknowledgments to purchase orders to ensure accuracy, count and delivery; advise of any long lead times and provide information on viable alternatives.
Monitor progress of the merchandise ordered to insure timely and coordinated delivery dates and provide tracing of merchandise when necessary.

3. Delivery and Installation

Coordinate inspection and receipt of goods.
Coordinate proper storage of goods before installation.
Coordinate return of damaged goods if any.
Arrange for minor repairs and coordinate reorders on fast-track basis.
Arrange for delivery of goods from storage to jobsite and oversee entire installation process so that all products are correctly and completely assembled and placed in the designated areas according to coded floor plans.
Coordinate with other contractors to ensure a smooth and timely installation.
Develop a punch list of items to be repaired and arrange for repair or replacement of damaged merchandise.
Assist in enforcement of manufacturer's warranties.

D. Assumptions and Exclusions

Changes to the design after approvals.
Delays in the project beyond the City requested completion date.
Plan Check Permit Fees

This project requires such urgency that many unknown professional service are difficult to predict. When additional services are required we will request approval before proceeding.



3005010105
P.O # 2200123

Mouhsen Habib, City of Long Beach Public Works
6847 Atlantic Ave - Year-Round Shelter
November 20, 2019

PROFESSIONAL FEES

The efforts to achieve the required move in date will take several thousand hours of work by a dedicated team. This project has many unknowns and unique demands in completing it as expected. We carefully developed the required hours and will adjust the fees as information about the scope is clarified.

Our not to exceed fees for the services described above shall be as follows:

I. Phase One Scope: Conceptual Design

All Disciplines
Sub Total

\$ 30,000.00 - Already Issued
9 \$35,000 PA.

II. Phase Two: Schematic Design

Architect
Civil ALTA /ASCM Land Title Survey
Electrical
Plumbing
Low Voltage/Data
Sub Total

\$ 60,000.00

III. Phase Three: Final Design and Construction Drawings

Architectural
Civil Grading and Drainage Plans
Civil Utility Plans
Civil Water Quality Management Plan
Civil Hydrology Report
Civil Percolation Test
Civil Pavement Sections
Electrical
Plumbing
Low Voltage/Data
Plan Processing
Construction Administration All Disciplines

Sub Total

\$ 183,500.00

IV. Phase Four: Furniture Fixtures and Equipment Coordination

Selections, presentation and approvals
Purchasing Documents and Specifications

Sub Total

\$ 30,000.00

Total Project Professional Fees

* \$ 303,500.00

The professional fees will be billed monthly on a percent complete basis. Customary reimbursable expenses incurred in conjunction with the project will be invoiced as they occur. An out of pocket reimbursable budget of \$30,000.00 is suggested.

Thank you again for this wonderful opportunity to work on such an exciting project for The City of Long Beach. Once an agreement has been reached, we will submit our work authorization form to begin the work or we can use your standard contract as required.

Sincerely,

Richard Dilday
President

M.H.
11-20-19
Add \$ 273,000 to PO # 2200123
OK - En Lgy
Add 273,000 to total
\$ 308,000



Project # 3005010105

PO # 22000 123

Add: \$55,000 M.H.
3-19-20

January 30, 2020

Mouhsen Habib
Project Manager / CPC III
City of Long Beach
Public Works
411 W Ocean Blvd, 5th Floor
Long Beach, CA 90802
Via email Mouhsen.Habib@longbeach.gov

Subject: Proposal for Additional Architectural Services for the City of Long Beach Year-Round Shelter

Dear Mouhsen:

Kardent is pleased to present this proposal for additional services related to changes to the modular building fire life safety systems, renovations of existing buildings for the laundry and administration offices.


PROJECT UNDERSTANDING

The City of Long Beach has decided make changes to the project scope of work described in the original proposal dated November 20, 2019. These changes include:

1. Fire sprinkler systems for sleeping unit modular buildings. This system will require revisions to the main water lines, trenching for underground piping and design of the fire monitoring system. Plan check and permit submittal will be required.
2. Converting the existing storage building on site into the required laundry facility. The work will include all necessary mechanical, electrical and plumbing systems. Interior improvement including walls, doors, windows, lighting, finishes will be described in complete construction drawings. Plan check and permit process will be required
3. Renovating the existing residential home on site into the Administration Building. The work includes architectural design, construction drawings, ADA compliant restroom design, path of travel, structural engineering of any relocated interior walls, HVAC, plumbing and electrical engineering. A complete construction document pack for plan check and permitting will be required.

Construction Administration for all disciplines is included for plan check and permit processing, assistance with general contractors and final punch lists. The scope of services will be similar to the original proposal dated November 20, 2019.

PROFESSIONAL FEES

Our fixed fees for all architectural, civil, structural, fire life safety, mechanical, electrical, plumbing engineering from the services described above are \$55,000.00. 

The professional fees will be billed monthly on a percent complete basis. Customary reimbursable expenses incurred in conjunction with the project will be invoiced as they occur. An out of pocket reimbursable budget of \$5,000.00 is suggested.

Thank you again for this wonderful opportunity to work on such an exciting project for The City of Long Beach.
Sincerely,



Richard Dilday
President

EXHIBIT E
GENERAL CONTRACT
[ATTACHED]



AGREEMENT FOR THE
SALE AND INSTALLATION
OF A NEW MODULAR BUILDING

35484

THIS AGREEMENT ("Agreement") is made March 6th, 2020, between **WILLIAMS SCOTSMAN, INC.**, a Maryland Corporation, whose address is 901 South Bond Street, Suite 600, Baltimore, Maryland 21231, Attn: ("Seller") and the **CITY OF LONG BEACH**, whose address is 411 W. Ocean Blvd., 10th Floor, Long Beach, CA 90802, Attn: City Manager ("Buyer").

Seller agrees to deliver to Buyer and install the modular buildings and appurtenances (collectively, "Building") hereafter described pursuant to the following terms and conditions:

1. Description of the Building: Buyer shall purchase and Seller shall deliver and install a 13,184 square foot modular structure (consisting of Serial No(s) 4485, 4486, 4487, 4488, 4489, 4490, 4491, 4492, 4493, 4494) according to the following construction documents which are attached hereto and made a part of the Agreement:

- a. "Williams Scotsman Proposal" entitled "City of Long Beach" dated March 6, 2020 (including Drawings, Scope of Work, Specifications, Clarifications, Breakdown of Charges and Tentative Schedule) consisting of approximately 63 pages and attached hereto as Exhibit "A" (as the same may hereafter be amended or supplemented upon mutual consent of Buyer and Seller, the "Proposal").

The Work shall consist of the purchase or manufacture, delivery and installation of the Building, along with the labor and materials required to accomplish same ("Work"), which are to be supplied by Seller in accordance with Seller's Scope of Work as contained in the **Proposal**.

It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained herein, is specially ordering the Building described in this Agreement from the manufacturer, based on information supplied to Seller by Buyer. In so ordering the Building, Buyer understands that the Building may not be a readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering the Building from the manufacturer.

2. Location: The Building will be installed at the following address ("Project Site"):

6847 Atlantic Avenue, Long Beach California

Buyer will specify to Seller in writing the actual placement and elevation of the Building prior to commencement of construction. In the alternative, Buyer will furnish to Seller approved plans which specify said location and elevation.

3. Purchase Price, Payment Terms: The total purchase price is: \$2,241,389.85 ("Total Purchase Price") with breakdown of charges as outlined in the **Proposal**.

Payment terms are as follows:

- a. 10% down payment due at time of signing the Agreement;
- b. 60% by first unit delivered on site;
- c. 25% by substantial completion;
- d. **balance** by thirty (30) days after (i) Punch List completion, or (ii) occupancy of the Building by Buyer, whichever occurs last.

Sales taxes are included in the Total Purchase Price. Buyer shall pay, or shall reimburse Seller for, any licenses, titles, and fees related to the sale and installation of the Building. If Buyer is tax exempt, Buyer shall provide Seller with a valid copy of Buyer's tax exempt certificate. Buyer remains responsible for the payment of any use tax which Seller, as a contractor, may be required to pay.

Any change orders will be paid to Seller as line items, billed to Buyer in the progress payment time frame in which they occur, or at the completion of Seller's installation work, in Seller's sole discretion.

The Total Purchase Price shall be subject to a price adjustment, if, a) Buyer and/or other parties delay or suspend the Work, and/or b) certain markets which provide essential materials for the Work experience significant industry wide price fluctuations which may affect cost, availability of the product/materials and/or delivery time. The price adjustment shall be based on one of the following methods: (i) the average twelve month change in the United States Construction Cost Index (CCI) as published by the ENR based upon a 20 city price, using the Proposal date as the base Index; or (ii) a new schedule of pricing agreeable to both Seller and Buyer.

5. Title: The parties expressly agree that title to the Building shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. Buyer thereafter grants to Seller a security interest in the Building until such time as Seller has received the Total Purchase Price for the Building. Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Building. Documents of title, if any, as available to Seller, related to the Building will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller.

6. Estimated Performance Dates: Work shall commence and the order for the Building shall be placed upon: a) Seller's receipt of this fully executed Agreement; b) receipt of the initial payment amount; and c) the receipt by Seller of all required permits, drawings, plans, and approvals, whether the aforementioned are to be obtained by Seller or by Buyer in accordance with the terms of this Agreement.

"Substantial Completion" shall be defined as the date of Seller's completion of the Work to be performed by Seller in accordance with the **Proposal**, with such scope of work completed to the point where the Building can be occupied with only minor Punch List items remaining to be corrected.

It is understood and agreed that if other contractors of Buyer are performing work related to the Building, for so long as Seller has completed the Work, the Work shall be deemed "substantially complete" even if occupancy, utilization or possession is pending due to remaining work to be performed by other contractors of Buyer.

Upon Substantial Completion, Buyer and Seller shall perform a joint inspection of the Work within seven (7) days following Seller's announcement of Substantial Completion. If corrective or repair work is required, Buyer and Seller shall develop a written list ("Punch List"). The Punch List shall identify with specificity any reasonable agreed upon corrective work requested. Such work shall be timely performed by Seller.

"Final Completion" shall be the date when Buyer, after inspecting the Building with Seller, determines that the Punch List has been completed and Seller has satisfactorily installed the Building. Buyer agrees to act reasonably in reaching this determination and will base its determination upon standards which are customarily accepted in the modular building industry. Buyer shall not unreasonably delay, condition or withhold acceptance of Final Completion. Additional work required after completion of the Punch List shall be deemed warranty work and shall not affect Final Completion.

7. Engineering and Permits: Buyer is responsible for obtaining and for the expense of obtaining any necessary drawings, plans, and building permits unless otherwise stated as an obligation of Seller in the **Proposal**.

8. **Items not the Responsibility of Seller:** Seller shall not be held responsible for any existing conditions of the Project Site which are not apparent by visual inspection and which may hinder or interfere with construction, including but not limited to hidden conditions, latent conditions, rock removal, dewatering of Project Site, poor soil, lack of compaction, and slope. Seller has not done any independent investigation concerning the condition of the Project Site or the suitability of the Project Site for construction. Buyer shall be responsible for the geological and soil investigation and the cost to determine the suitability of the Project Site for construction. In the event that the Seller is required to deviate in the manner of construction because of unforeseen soil or other conditions, Buyer shall pay to Seller additional sums for the cost attributable thereto and 15% overhead and profit.

9. **Delays:** Seller agrees to diligently procure and deliver the Building and to install the same. Seller shall not be responsible for delays caused by acts of God; changes in laws, ordinances, or governmental rules and regulations; delays encountered in obtaining permits, licenses, tests, approvals or inspections; stormy or inclement weather; manufacturer's delays; strikes, lockouts, boycotts or other labor or union activities; riots or civil disturbances; acts of independent contractors; hazardous material encountered at the Project Site; conditions existing at the Project Site; acts of Buyer, its agents and employees; or other third parties; and/or other causes beyond Seller's control. If Seller's performance is delayed the Total Purchase Price and/or the time to perform shall be subject to amendment, and documented via a written Change Order in accordance with Article 12 of this Agreement.

10. **Cash Transaction:** Buyer is responsible for having sufficient funds to comply with this Agreement. This is a cash transaction. Seller acknowledges that Buyer may be obtaining third party financing in relation to the purchase and installation of the Building. However, Buyer's obligation to make timely payment, and Seller's remedies for Buyer's failure to make timely payment, in accordance with the agreed upon payment schedule, shall not be contingent upon any such financing.

11. **Risk Of Loss; Further Liability.** Upon Substantial Completion of Seller's installation of the Building in accordance with Seller's scope of work, or, at the occupancy of the Building, whichever event first occurs, all risk of loss or damage to the Building passes from Seller to Buyer. Upon such passing of the risk of loss or damage to the Building, Buyer hereby agrees to indemnify Seller and to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Building.

12. **Extra Work; Change Order(s):** Seller and Buyer must agree in writing to any modification or addition to the Work, with such writing to be referred to as a "Change Order". It is understood that any items, material or labor furnished by Seller which are not described in this Agreement, are not included in the Total Purchase Price shown in Article 4 and shall be deemed extra work, and subject to a Change Order. Prior to Seller performing any extra work, all such changes in the Work shall be authorized by Buyer via a signed Change Order. However, failure to have written authorization shall not preclude Seller from recovering compensation for extra work. Seller shall not be obligated to perform any extra work until a Change Order has been signed by both parties. The Change Order shall include the changes in the Work, the adjustments to the Total Purchase Price and any revisions to the Estimated Performance Dates. All Change Orders issued pursuant to this Agreement shall be subject to the applicable terms and conditions of this Agreement. Buyer shall promptly pay Seller for any additional materials or labor necessary to facilitate (or accelerate) the project's completion. However, notwithstanding anything herein to the contrary, Seller reserves the express right to reject any Change Order work entirely, and/or to process any extra work under an entirely separate agreement, subject to mutual agreement between both Buyer and Seller.

13. **Excluded Items:** Unless otherwise included as Seller's Scope of Work in the **Proposal**, this Agreement does **not** include the following: *plumbing, gas, water and waste lines, relocation of existing utility lines that may be discovered, site improvements, modifications to existing structures or equipment, any additional work required for excavation, changes or alterations from the drawings or specifications which may be required by any public body or by Buyer.*

Seller shall not be responsible for any hazardous materials encountered at the Project Site and/or for any hazardous waste removal. Should Seller encounter any hazardous materials at the Project Site, Seller reserves the right to cease operations at the Project Site until it is safe for Seller to resume Work without being in violation of any time schedule. Cleanup, transport and disposition of any hazardous substances existing at the Project Site and the additional costs arising therefrom and from any resultant delays shall be the liability and responsibility of Buyer, at Buyer's cost and expense. Costs for hazardous remediation are not included as part of the Total Purchase Price. Any additional time required and expense incurred by Seller as a result of the aforementioned HazMat and/or delays shall be documented via an appropriate Change Order in accordance with Article 12.

14. **Warranties:** Seller hereby warrants to Buyer that at the time of installation Seller has good and marketable title to the Building, free and clear of all liens and encumbrances arising by or through Seller. Seller warrants to Buyer that the materials and equipment furnished by Seller under this Agreement will be of good quality and **NEW** (factory built) unless otherwise required or permitted by this Agreement and free from defects for a period of one (1) year from the date of Substantial Completion of the Work. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Building which are covered under Seller's warranty (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Building for a purpose for which it was not intended or other misuse. **Seller warrants to Buyer that the Building will be built in accordance with requirements of the State of California Housing Community Development (HCD) for Modular Building structures and in compliance for use by a "R" for dorm units, "B" for administration units, and "A" for dining units occupancy classification according to Type V-B non-sprinkler building type construction.** Seller makes no further representation as to the Building's compliance with any other federal, state, and/or local building codes, zoning ordinances, or other types of regulations or use codes. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Building, the Work or any other factor. **EXCEPT FOR THE WARRANTY SPECIFICALLY PROVIDED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

15. **Insurance:** While Seller is performing work at the Project Site, Seller shall provide evidence of the following insurance coverage, covering Seller's performance of the Work:

(1) Comprehensive General Liability with minimum limits as listed below.

<i>General Aggregate</i>	\$2,000,000	<i>Products-Complete Operations Aggregate</i>	\$1,000,000
<i>Personal & Adv Injury</i>	\$1,000,000	<i>Each Occurrence</i>	\$1,000,000

Certificate shall name Buyer as an additional insured, when required.

(2) Commercial Auto Liability Coverage with combined single limit of \$1,000,000 covering owned autos, hired or non-owned autos.

(3) Workers' Compensation Insurance and Employer's Liability for all of its employees:

Part A: Workers Compensation - in compliance with applicable State Worker's Compensation laws.

Part B: Employer's Liability

<i>EL each Accident</i>	\$1,000,000	<i>EL Disease - Policy Limit</i>	\$1,000,000
<i>EL Disease - each Employee</i>	\$1,000,000		

(4) Upon Buyer's request, Seller shall furnish evidence of insurance to Buyer, stating the above limits of coverage, on the Standard Acord form, prior to commencement of any Work by Seller at the Project Site. Each certificate shall provide for a sixty (60) day notice to Buyer before cancellation of coverage.

(5) Buyer shall also be responsible for maintaining adequate insurance coverage to protect its interests.

16. **Performance; Remedies:** If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an "Event of Default". If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement; (2) immediately suspend any further performance; (3) repossess the Building or any part thereof and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; and/or (4) exercise any and all rights and remedies available at law or in equity. Moreover, any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by law, whichever is lower.

17. **Attorney's Fees:** In the event any legal action is taken to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

20. Entire Agreement: This Agreement, which includes both the Proposal incorporated herein as Exhibit “A”, and the Purchase Order - General Terms and Conditions attached hereto as Exhibit “B” and incorporated herein, constitutes the entire agreement between the parties and supersedes all other communications between the parties in relation to the subject matter of this Agreement. No agreement, representation or understanding not specifically contained in this Agreement shall be binding upon either party to this Agreement unless reduced to in writing and signed by the parties or their authorized representatives.

WS Sale Plus Installation Agreement rev 3/11/13

they have read this Agreement in its entirety and that their respective signatures have been duly authorized by all the necessary and appropriate corporate action and that the parties are legally bound by this Agreement.

BUYER:

CITY OF LONG BEACH

By: 

Name/Title: _____

Date: 3/10/20

SELLER:

WILLIAMS SCOTSMAN, INC.

By: 

Name/Title: _____

Darren Gould

Vice President and General Counsel

Date: 03-07-2020

APPROVED AS TO FORM

3.9, 2020
CHARLES PARKIN, City Attorney

By 

RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A

Proposal For:

City of Long Beach

Prepared For:

Mouhsen Habib

Submitted By:

Trent French

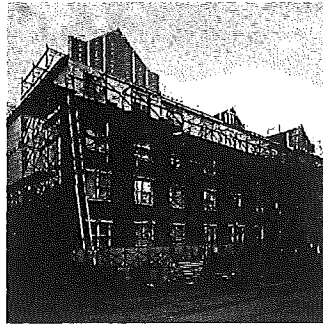
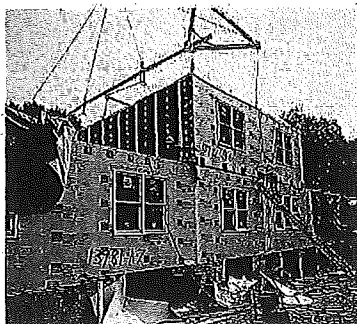
&

Fred Rienton

Date:

March 6, 2020

Using conventional techniques ...



WILLSCOT

... in unconventional ways

WILLSCOT

March 6, 2020

Mouhsen Habib
City of Long Beach
411 W. Ocean Blvd. 5th floor
Long Beach, CA 90802

Dear Customer:

Thank you for the opportunity to provide what we believe is the optimum solution to your project.

As the leader in modular construction, WillScot has the proven experience to deliver quality buildings on-time and on- budget. We have the resources and experience to meet the needs of discriminating clients like you who understand the value of high quality permanent and temporary modular construction. With an average of 20 years of construction experience each person has the committed resources and skills necessary to develop your project from concept to completion and we feel confident that the depth of our proposed solution will enable you to fully appreciate our capability.

WillScot has developed a comprehensive proposal to specifically address your needs and requirements. If you have any questions and/or need any additional information please do not hesitate to call me at 562-762-0441.

Respectfully,

Jrent French

Territory Sales Manager

WILLSCOT

Table of Contents

- Why WillScot
- Our Story
- WillScot Values & Innovation
- WillScot Products & Services
- WillScot "Quick-Facts"
- WillScot Project Profiles
- Proposed Drawings
- Building Specifications
- Scope of Work
- Proposed Schedule
- Project Clarifications
- Project Pricing

WILLSCOT

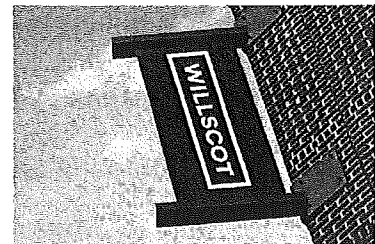
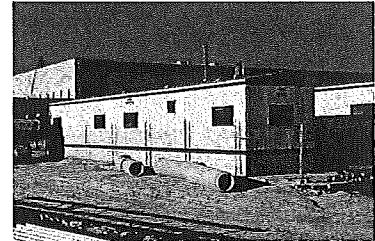
Why WillScot

At WillScot, we are focused on doing one thing very well – making it easy for you to get the temporary workspace you need, configured exactly to your specifications, delivered and set up when and where you need it.

Everything about our company and culture is geared toward providing this value. Our vast inventory of quality portable units, our near limitless array of add-on options, our coast-to-coast network of locations, our staff of temporary workspace experts – all of these assets stand ready to serve your needs.

That means when you call WillScot, it's the only call you will need to make. There's no more dealing with multiple vendors, POs, contracts, coordination and other startup headaches. Instead you get perfectly configured workspace that your people can move into and work out of right away.

It all goes back to doing that one thing very well. We focus on what we do best, so you can focus on what you do best – working your project, being productive, meeting your goals.



WILLSCOT

Our Story

Founded more than 60 years ago, we are a specialty rental services market leader providing turnkey solutions to diverse end markets across North America. Operating through our branch network of over 120+ locations in the United States, Canada and Mexico, our 2,000 employees provide high quality, cost effective modular space and portable storage solutions to a diversified client base of approximately 40,000 customers. Our products include single mobile and sales office units, multi-unit office complexes, classrooms, Flex, a modern and efficient ground-level and stackable space solution, other specialty units, and shipping containers for portable storage solutions.

These products are delivered "Ready to Work" with our growing offering of value-added products and services ("Essentials"), such as the rental of steps, ramps, furniture packages, damage waivers, and other amenities. These turnkey solutions offer customers flexible, low-cost, and timely solutions to meet their space needs on an outsourced basis, whether short, medium or long-term. Our current modular space and portable storage lease fleet comprises 80 million square feet of temporary space. In addition to leasing, we offer both new and used units for sale and provide delivery, installation and other ancillary products and services.

We are focused on doing one thing very well, making it easy for our customers to get the temporary workspace they need, configured exactly how they need it, delivered and set up when and where they need it. We handle every detail, so they can focus on what they do best – working their project, being productive and meeting their goals.



60
years of experience



40,000
customers working
in our units



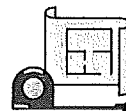
450
industries served



120+
locations in
North America



2,000
local experts



80
million square feet of
temporary space

WILLSCOT

WillScot Values & Innovation

People	WillScot recognizes the importance of treating our people fairly and the value that highly motivated, well trained and customer focused personnel pass on to our clients.
Safety	WillScot places the highest emphasis on Occupational Health & Safety (OHS) in everything we do. We are committed to providing a safe workplace anywhere we work.
Relationships	WillScot views its customers and suppliers as partners and values long-term relationships built on fair treatment mutual benefit.
Innovation	WillScot has the experience and expertise to create innovative, responsive and tailored solutions that address the unique needs of each customer.
Integration	WillScot's ability to draw on its national network of supplier of vendors means we can create robust solutions that integrate all elements of the supply chain.
Environment	WillScot is committed to minimizing the environmental impact of what we do and helping our customers to do the same.
Community	WillScot is a proud sponsor of the American Red Cross and supports local community events and foundations.

WORK, LEARN, LIVE, HEAL, PLAY

DISMISS ALL PRECONCEPTIONS ABOUT WHAT A BUILDING SHOULD BE. A BUILDING IS A TOOL. MAKE IT WORK FOR YOU TO ACCOMPLISH GREAT THINGS.

WILLSCOT HELPS PEOPLE WORK, LEARN, LIVE, HEAL AND PLAY THROUGH THE INNOVATIVE APPLICATION OF MODULAR, TRADITIONAL AND CUTTING-EDGE GREEN BUILDING TECHNOLOGIES. THE RESULT ARE AN EXTENSIVE ARRAY OF TEMPORARY AND PERMANENT BUILDING SOLUTIONS THAT CHALLENGE EVERY DEFINITION OF WHAT'S POSSIBLE.

Look beyond the building to what matters most, the payoff. To the things the building gives you the freedom to do. Consider the view from a few miles down the road, or a few years. Now, elevate your expectations...because business and life move in unexpected directions. And wherever they take you, WillScot is there with an enduring commitment to quality, a better building solution, unrivaled service and the people and skills to make your possibilities a reality.

WILLSCOT

WillScot Products & Services

WITH MORE THAN 40 YEARS OF INDUSTRY EXPERTISE, WILLSCOT HAS UNMATCHED DEPTH AND BREADTH OF INNOVATIVE MODULAR PRODUCTS AND SERVICES.

Modular Building Products and Storage:

WillScot offers a full line of temporary and permanent modular buildings and storage containers. These products are valuable short or long-term solutions for adding new or expanding existing facilities.

WillScot Products Include:

- Office Trailers
- Designer Series Buildings
- ModSafe™ Portable Storage
- Classrooms
- Modular complexes
- Fiberglass Enclosures
- New Custom Buildings
- Emergency Space

Industry Applications:

Our modular buildings have applications for businesses in almost every industry including commercial, construction, education, healthcare, industrial and government.

Financing Options:

- Purchase
- Rent
- Operating Lease
- Finance Lease

Additional Services:

WillScot helps you get your business up and running fast with a full range of services to help you efficiently design, build, equip and operate your building and business on time and on budget.

Services Include:

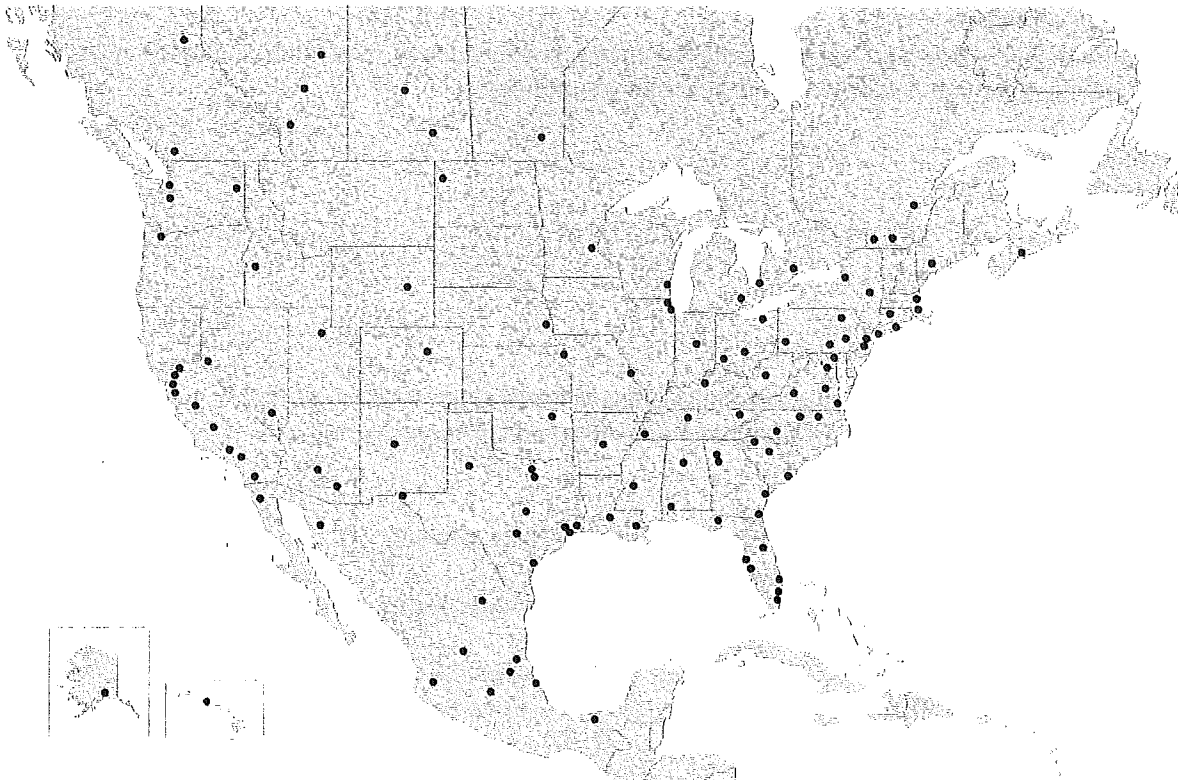
- Steps, Decks and Ramps - OSHA, CAL OSHA and general code options
- Furniture - From just the basics to professional office
- Insurance - Optional Commercial General Liability and Damage Waiver options
- Communications Services - Pre-wiring for voice and data
- Plug and Play Services - Utility hookups, HVAC, bottled water delivery and more.
- Turnkey Services - Project management, design/build services, financing options

WILLSCOT

WillScot "Quick Facts"

1. WillScot is a US Owned Company
2. Nearly 60 Years of Experience in the Commercial Modular Industry
3. Full Service Capabilities, Turnkey Projects
4. Dedicated Market and Construction Teams for Federal Government
5. Dedicated Market and Construction Teams for MedBuild
6. Dedicated Construction Teams for the Core Business
7. 120+ Branch Offices...US and Canada
8. Customer Service Metrics and Guarantee
9. Manufactures and Subcontractors: WillScot Qualified and Approved
10. EHS Training and Compliance throughout the Organization
11. Robust Strategic Account Program

WillScot Branch & Service Locations



WILLSCOT

Project Profiles

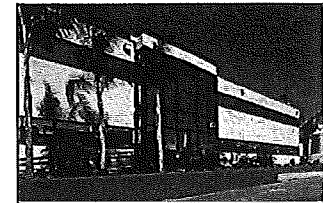
Customer:	Muhlenberg College
Project Type:	Student Housing
Project Location:	Allentown, PA
Project Size:	35,722 sqft
Project Completion:	125 Days
Project Scope:	Building & Utilities to 5'-0"



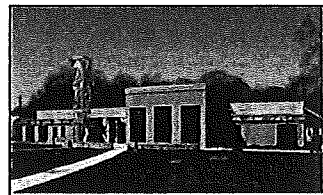
Customer:	Charter Foods
Project Type:	Quick Service Restaurant
Project Location:	Grundy, VA
Project Size:	2,695 sqft
Project Completion:	88 days
Project Scope:	Building & Utilities to 5'-0"



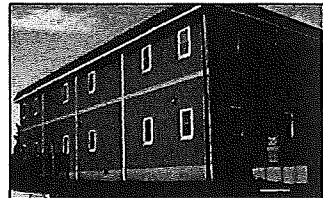
Customer:	Southwest marine
Project Type:	Administrative Offices
Project Location:	San Diego, CA
Project Size:	24,000 sqft
Project Completion:	160 Days
Project Scope:	Turnkey Modular Project



Customer:	Grove School
Project Type:	Classroom & Media Center
Project Location:	Madison, CT
Project Size:	7,811
Project Completion:	90 days
Project Scope:	Turnkey Modular Project



Customer:	Veterans Administration
Project Type:	Admin & Healthcare Facility
Project Location:	North Haven, CT
Project Size:	20,000 sqft
Project Completion:	120 days
Project Scope:	Turnkey Modular Project



Customer:	Rocky Wall Winery
Project Type:	Winery & Special Event Facility
Project Location:	Alameda, CA
Project Size:	4,284 sqft
Project Completion:	120 days
Project Scope:	Turnkey Modular Project

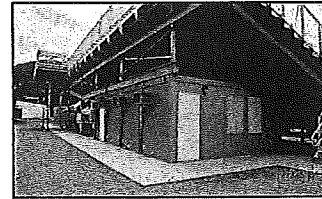


WILLSCOT

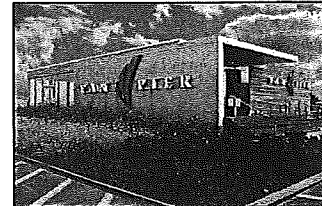
Customer:	Atlanta Motorsports Park
Project Type:	Pit Garages
Project Location:	Dawsonville, GA
Project Size:	21,000 sqft
Project Completion:	110 days
Project Scope:	Building & Utilities to 5'-0"



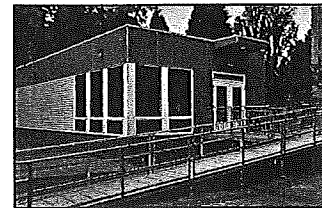
Customer:	British Virgin Islands
Project Type:	Restroom Complex & First Aid
Project Location:	Tortola, British Virgin Islands
Project Size:	800 sqft
Project Completion:	30 Days
Project Scope:	Permanent HQ Complex



Customer:	Fan Pier Marketing Center
Project Type:	Sales Center
Project Location:	Boston, MA
Project Size:	2,176 sqft
Project Completion:	84 days
Project Scope:	Turnkey Modular Project



Customer:	University of Washington
Project Type:	Admin & Healthcare Facility
Project Location:	Seattle, WA
Project Size:	1,440 sqft
Project Completion:	43 days
Project Scope:	Turnkey Modular Project



WILLSCOT

Proposed Drawings

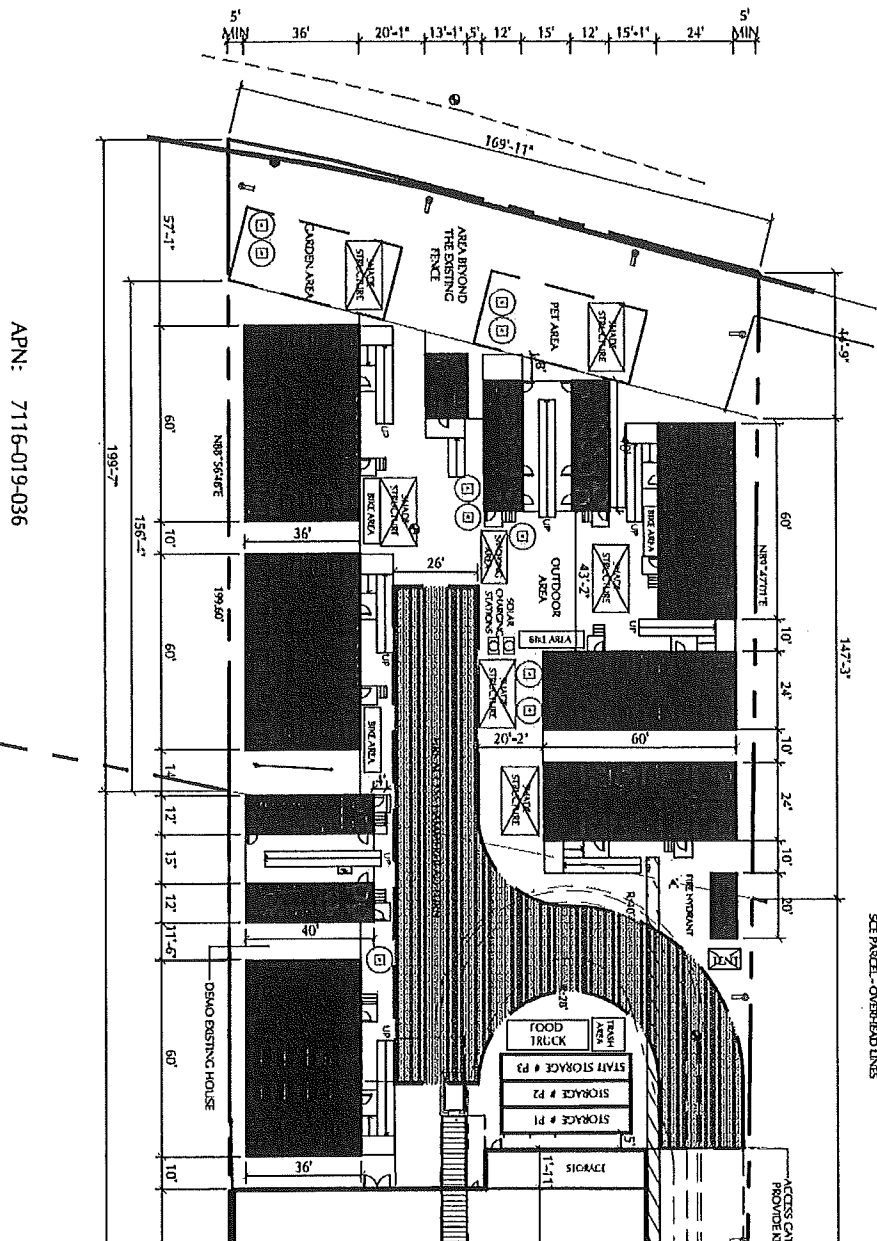


EXHIBIT A

Building Specifications

DESCRIPTION

24 x 60 R-2 NON-RESIDENTIAL

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND 2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B. WILLSCOT TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 150AMPS BASED ON 120/240 SINGLE PASE

SPRINKLER SYSTEM IS REQUIRED BUT HAS NOT BEEN PROVIDED. STATE CA WILL NEED LETTER FROM THE FIRE MASHAL FOR EXCEPTION.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN WILLSCOT SCOPE OF WORK.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

WILLSCOT MODULAR'S STANDARD ONE YEAR WARRANTY APPLIES.

FIRE DAMPER'S AT A/C UNIT AND ACCESS PANEL IN PLENUM WALL.
1 HOUR EXTERIOR WALL WITH PROTECTED OPENING. (2 A/C UNITS)
PROVIDE 1 HOUR RATED WALL WITH NON-PROTECTED OPENINGS ON ONE 60' SIDE WALL (INCLUDES 5/8" GYP ON BOTH SIDES OF STUD FROM FLOOR TO BOTTOM OF RAFTER, 5/8" GYP ON BOTTOM OF RAFTER FROM SIDE WALL TO MOD-LINE BEAM, WRAP STEEL CLEAR SPAN BEAM WITH 5/8" GYP (TAPE AND MUD) OUTRIGERS AT 4" ON CENTER ON SIDE WALL ONLY, AND ADD EXTRA AXLE (MODLINE SEAM WILL BE COMPLETED AT SITE)

Size: 24 x 60 Description: R-2 NON-RESIDENTIAL

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
FRAME			
	OUTRIGGER	Chassis Basement 12' X 60' - 12" X 11.8# I-Beam OR/CM/MC	
	2.00		
8'8'/8'	AXLES	Quad Axle (4 Brake New Axles)	2.00



WILLSCOT

FLOOR	JOIST	2 X 8 @ 16" O/C 50# FLOOR LOAD	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" THROUGHOUT (50# OFFSET)	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall (Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL	STUDS	NONE PROVIDED	
	COVE BASE	Wall Base Vinyl 4" THROUGHOUT	
ROOF	JOIST	2 X 10 20# COMPLEX 1/4" IN 12"	
	MATE BEAM	Wood Clearspan Truss Ends Support	4.00
	MATE BEAM	20# Steel Clearspan - 12' Wide	
	MATE BEAM	Modline Strap	
ROOF	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Drywall	
	DECKING	1/2" Wood Decking (Roof)	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF	
WINDOW	BLINDS	Mini-Blind ADD ADA WAND	2.00

WILLSCOT

	WINDOW 4040 - VINYL	4040 - H/S - Dual Glazed - Vinyl Frame - Clear Low E LATCH AT BOTTOM OF WINDOW	2.00
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	2.00
	LOCKSET	Panic - Tell 8300B - W/ Keyed Lever	2.00
	HARDWARE	Closer - Tell 600 Series	2.00
INTERIOR DOOR	DOOR	NONE PROVIDED	
ELECTRICAL	PANEL	ADD ARC FAULT BREAKERS	
	PANEL	Nema 3R, External, 125 Amp Single Phase	3.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	16.00
	EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	2.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	2.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head for Emergency Light	2.00
ELECTRICAL	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	2.00
	SWITCH	15-Amp - 3-Way	4.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
	RECEPTACLE	20A - Duplex	14.00
	J-BOXES	20A - Hard Wired J-Box AT RISER AND FACP	2.00
	PHONE/DATA	6X6 Nema 3R Entrance Box	1.00
	PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit FUTURE ALARM	4.00
	PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit PHONE AND DATA	4.00
SMOKE/CO ALARM		Hardwired smoke alarm/carbon monoxide	2.00
PLUMBING	MISC	NONE PROVIDED	
HVAC	H/P - WALL MOUNT stat	3.0-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-	2.00

WILLSCOT

	DUCT	Fiberglass / Flex Return Air Duct
	DUCT	Fiberglass / Flex - Supply Air Duct
	MISC	Plenum Wall
MISC	MISC	Close-Up
	MISC	Shipping Wall
STATES	STATE APP	CA Approvals

DESCRIPTION

24 x 60

B-OFFICE

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND 2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B. WILLSCOT TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 170AMPS BASED ON 120/240 SINGLE PASE

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN WILLSCOT SCOPE OF WORK.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

WILLSCOT STANDARD ONE YEAR WARRANTY APPLIES.

PLUMBING MANIFOLD IS NOT INCLUDED.

FIRE DAMPER'S AT A/C UNIT AND ACCESS PANEL IN PLENUM WALL
1 HOUR EXTERIOR WALL WITH PROTECTED OPENING. (2 A/C UNITS)

PROVIDE 1 HOUR RATED WALL WITH NON-PROTECTED OPENINGS ON ONE 24' END WALL (INCLUDES 5/8" GYP ON BOTH SIDES OF STUD FROM FLOOR TO BOTTOM OF RAFTER, 5/8" GYP ON BOTTOM OF RAFTER 10' BACK FROM END WALL, WRAP STEEL CLEAR SPAN BEAM 10' BACK FROM END WALL WITH 5/8" GYP (TAPE AND MUD) (MODLINE SEAM WILL BE COMPLETED AT SITE)

WILLSCOT

Size: 24 x 60 Description: B-OFFICE

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
8'8'8'	OUTRIGGER 2.00	Chassis Basement 12' X 60' - 12" X 11.8# I-Beam OR/CM/MC	
	AXLES	Quad Axle (4 Brake New Axles)	2.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C 50# FLOOR LOAD	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Carpet 26 OZ REMAINDER	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" KITCHENETTE AND R/R'S ONLY	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall (Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	Upgrade to Plumbing Wall	
	STUDS	2 X 4 Wall Framing - 8' Tall	
	INSULATION	R-11 Unfaced Int. Wall @ 8' Tall ALL WALLS	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall	
	COVERING	4' FRP Wainscot R/R'S PER CODE	
INTERIOR WALL			
	COLUMNS	Roof Support Column - Concealed	
COVE BASE			
	COVE BASE	Wall Base Vinyl 4" THROUGHOUT	
ROOF			

WILLSCOT

	JOIST	2 X 10 20# COMPLEX 1/4" IN 12"	
	MATE BEAM	Wood Beam - 48" - 4-Layer (Struct 1)	
	MATE BEAM	Modline Strap	
	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF	
WINDOW			
	WINDOW 2046 - VINYL	2046 - V/S - Dual Glazed - Vinyl Frame - Clear Low E	9.00
	BLINDS	Mini-Blind ADD ADA WAND	12.00
	WINDOW 4030 - VINYL	4040 -FIXED- 1/4" CLEAR TEMPERED CENTER SET (INTERIOR)	3.00
EXTERIOR DOOR			
	DOOR	36X80 - 18ga Door - W/ Tell Jamb	2.00
	LOCKSET	Passage - Lockset - Grade 2 (Ext)	2.00
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder	2.00
	HARDWARE	Closer - Tell 600 Series	2.00
INTERIOR DOOR			
	DOOR	36X80 Legacy Oak - Solid Core - W/ Timely Jamb	6.00
	LOCKSET	Passage - Tell Grade 2 - Lever	4.00
	LOCKSET	Privacy - Tell Grade 2 - Lever	2.00
ELECTRICAL			
	PANEL	Nema 3R, External, 125 Amp Single Phase	2.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Dome Light 11" LED	2.00
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	18.00
	EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	2.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	2.00

WILLSCOT

	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	2.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head for Emergency Light	2.00
	SWITCH	15-Amp - 3-Way	1.00
	SWITCH	Occupancy Sensor Ceiling Mount (Single Relay)	2.00
	SWITCH	Occupancy Sensor Wall Mount (Single Relay)	2.00
	SWITCH	Switch Sensor Dimming	6.00
	SWITCH	Switch Dimmer - 3-Way	1.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
	RECEPTACLE	20A - GFCI Duplex - Dedicated Microwave	1.00
	RECEPTACLE	20A - Duplex	20.00
	RECEPTACLE	20A - GFCI Duplex	2.00
	PHONE/DATA	6X6 Nema 3R Entrance Box	1.00
	PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit	6.00
PLUMBING			
	PIPE	Copper Plumbing Drop	
	WATER CLOSET	Water Closet - ADA - Low Flow - Elongated	2.00
	LAVATORIES	Lavatory - Wall Hung	2.00
	KITCHEN SINKS	15" X 15" S.S. Bar Sink	1.00
	WATER HEATERS	6-Gallon - Electric Water Heater	1.00
	ACCESSORIES	Grab-Bar Set	2.00
	ACCESSORIES	Mirror - 24" X 36" - W/Clips	2.00
	ACCESSORIES	Toilet Paper Dispenser	2.00
	MISC	Pipe Insulation PER CODE	
	MISC	Restroom Sign	4.00
	MISC	In-Line Strainer	1.00
HVAC			
	H/P - WALL MOUNT	3.0-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-	

WILLSCOT

stat	2.00		
	DUCT	Fiberglass / Flex - Supply Air Duct	
	DUCT	Fiberglass / Flex Return Air Duct	
	EXHAUST FANS	70 CFM - Ceiling Mount	2.00
	MISC	Plenum Wall	
	MISC	Smoke Duct Detector	2.00
FURNISHINGS	CABINETS	Prefinished - Base Cabinet	16.00
	CABINETS	Custom Laminate Countertop ROLLED EDGE WITH 4" BACK SPLASH	18.00
MISC	MISC	Shipping Wall	
	MISC	Close-Up	
STATES	STATE APP	CA Approvals	

DESCRIPTION

36 x 60

A-ASSEMBLY (DINNING)

FREE STANDING SINK/FAUCET, GREASE TRAP,
GARBAGE DISPOSAL, AND INSTA HOT.IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT
INCLUDED.BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND
2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25,
ARTICLE 3, SECTION 4369B. WILLSCOT TAKES EXCEPTION TO
ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 340 AMPS BASED ON 120/240 SINGLE PASE

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT
PROVIDED IN WILLSCOT SCOPE OF WORK.JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY
FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE
REQUIREMENTS.

WILLSCOT STANDARD ONE YEAR WARRANTY APPLIES.

WILLSCOT

PLUMBING MANIFOLD IS NOT INCLUDED.

PROVIDED 1 HOUR RATED WALL WITH NON-PROTECTED OPENINGS ON ONE 60' SIDE WALL (INCLUDES 5/8" GYP ON BOTH SIDES OF STUD FROM FLOOR TO BOTTOM OF RAFTER, 5/8" GYP ON BOTTOM OF RAFTER FROM SIDE WALL TO MOD-LINE BEAM, WRAP STEEL CLEAR SPAN BEAM WITH 5/8" GYP (TAPE AND MUD) OUTRIGERS AT 4" ON CENTER ON SIDE WALL ONLY, AND ADD EXTRA AXLE (MODLINE SEAM WILL BE COMPLETED AT SITE)

Size: 36 x 60 Description: A-ASSEMBLY (DINNING)

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	OUTRIGGER	Chassis Basement 12' X 60' - 12" X 11.8# I-Beam OR/CM/MC	
	8'8'8' 3.00		
	AXLES	Quad Axle (4 Brake New Axles)	3.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C 100# FLOOR LOAD	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" THROUGHOUT (50# OFFSET)	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall (Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	NONE PROVIDED	
COVE BASE			
	COVE BASE	Wall Base Vinyl 4" THROUGHOUT	
ROOF			
	JOIST	2 X 10 20# COMPLEX 1/4" IN 12"	

WILLSCOT

ROOF	MATE BEAM	Wood Clearspan Truss Ends Support	8.00
	MATE BEAM	20# Steel Clearspan - 12' Wide	
	MATE BEAM	Modline Strap	
	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF	
WINDOW	BLINDS	Mini-Blind ADD ADA WAND	4.00
	WINDOW 4040 - VINYL	4040 - H/S - Dual Glazed - Vinyl Frame - Clear Low E LATCH AT BOTTOM OF WINDOW	4.00
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	2.00
	LOCKSET	Panic - Tell 8300B - W/ Keyed Lever	2.00
	HARDWARE	Closer - Tell 600 Series	2.00
INTERIOR DOOR	DOOR	NONE PROVIDED	
ELECTRICAL	PANEL	Nema 3R, External, 125 Amp Single Phase	3.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	24.00
	EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	2.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	2.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	2.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head For Emergency Light	2.00

WILLSCOT

ELECTRICAL

SWITCH	Switch Dimmer - 3-Way	1.00
SWITCH	15-Amp - 3-Way	1.00
SWITCH	Switch Photo Control - 120V	2.00
SWITCH	Photo Sensor Remote	1.00
SWITCH	Photo Sensor Ceiling Mount	2.00
SWITCH	Occupancy Sensor Ceiling Mount (Single Relay)	4.00
RECEPTACLE	20A - GFCI Duplex	2.00
RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	2.00
RECEPTACLE	20A - Duplex	18.00
J-BOXES	20A - Hard Wired J-Box	1.00
PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit	6.00
PHONE/DATA	6X6 Nema 3R Entrance Box	1.00

PLUMBING

PIPE	Copper Plumbing Drop	
KITCHEN SINKS	FREE STANDING SINK TABCO FS-2-2424-24RL /FAUCET 17-109WL KRONE PRE-RINSE	1.00
KITCHEN SINKS	HAND WASH SINK W/SIDE SPLASH-FAUCET	1.00
DRINKING FOUNTAIN	Water Cooler with Bottle Feed- Hi-Low ELKAY LZSTL8WSLK	1.00
WATER HEATERS	insta hot EEMAX HA00240	1.00
WATER HEATERS	Insta - Hot	0.00
MISC	LOW PROFILE GREASE INTERCEPTOR CANPLAS 3925A02LO ENDURA 25 GPM 53LB	1.00

PLUMBING

MISC	3/4 HP GARBAGE DISPOSAL ISE PRO 880	1.00
MISC	In-Line Strainer	1.00
MISC	DRINKONG FOUNTAIN GRAB BAR	1.00

HVAC

WILLSCOT

stat	H/P - WALL MOUNT 3.00	4.0-Ton - 10-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-	
	CRV'S & ECONOMIZERS	CRV - 3.5 To 5.0-Ton End Mount	3.00
	DUCT	Fiberglass / Flex Return Air Duct	
	DUCT	Fiberglass / Flex - Supply Air Duct	
	MISC	Plenum Wall	
MISC	MISC	Shipping Wall	
	MISC	Close-Up	
STATES	STATE APP	CA Approvals	

DESCRIPTION PRICE

36 x 60

R-2 NON-RESIDENTIAL

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND 2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B. WILLSCOT TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 215 AMPS BASED ON 120/240 SINGLE PASE

SPRINKLER SYSTEM IS REQUIRED BUT HAS NOT BEEN PROVIDED. STATE CA WILL NEED LETTER FROM THE FIRE MASHAL FOR EXCEPTION.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN WILLSCOT SCOPE OF WORK.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

WILLSCOT STANDARD ONE YEAR WARRANTY APPLIES.

PROVIDE 1 HOUR RATED WALL WITH NON-PROTECTED OPENINGS ON ONE 60' SIDE WALL (INCLUDES 5/8" GYP ON BOTH SIDES OF STUD FROM FLOOR TO BOTTOM OF RAFTER, 5/8" GYP ON BOTTOM OF RAFTER FROM SIDE WALL TO MOD-LINE BEAM, WRAP STEEL CLEAR SPAN BEAM WITH 5/8" GYP (TAPE AND MUD) OUTRIGERS AT 4" ON CENTER ON SIDE WALL ONLY, AND

WILLSCOT

ADD EXTRA AXLE (MODLINE SEAM WILL BE COMPLETED ON SITE)

Size: 36 x 60 Description: R-2 NON-RESIDENTIAL

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	OUTRIGGER	Chassis Basement 12' X 60' - 12" X 11.8# I-Beam OR/CM/MC	
	8'8'/8' 3.00		
	AXLES	Quad Axle (4 Brake New Axles)	3.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C 50# FLOOR LOAD	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" THROUGHOUT (50# OFFSET)	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall (Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	NONE PROVIDED	
COVE BASE			
	COVE BASE	Wall Base Vinyl 4" THROUGHOUT	
ROOF			
	JOIST	2 X 10 20# COMPLEX 1/4" IN 12"	
	MATE BEAM	Wood Clearspan Truss Ends Support	8.00
	MATE BEAM	20# Steel Clearspan - 12' Wide	
	MATE BEAM	Modline Strap	
ROOF	INSULATION	R-30 Unfaced (W/ Support Netting)	

WILLSCOT

	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF	
WINDOW			
	BLINDS	Mini-Blind ADD ADA WAND	2.00
	WINDOW 4040 - VINYL	4040 - H/S - Dual Glazed - Vinyl Frame - Clear Low E LATCH AT BOTTOM OF WINDOW	2.00
EXTERIOR DOOR			
	DOOR	36X80 - 18ga Door - W/ Tell Jamb	2.00
	LOCKSET	Panic - Tell 8300B - W/ Keyed Lever	2.00
	HARDWARE	Closer - Tell 600 Series	2.00
INTERIOR DOOR			
	DOOR	NONE PROVIDED	
ELECTRICAL			
	PANEL	ADD ARC FAULT BREAKERS	
	PANEL	Nema 3R, External, 125 Amp Single Phase	3.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	24.00
	EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	2.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	2.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head for Emergency Light	2.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	2.00
	SWITCH	15-Amp - 3-Way	4.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	2.00
	RECEPTACLE	20A - Duplex	18.00
	J-BOXES	20A - Hard Wired J-Box AT RISER AND FACP	2.00
	PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit FUTURE ALARM	4.00

WILLSCOT

	PHONE/DATA	6X6 Nema 3R Entrance Box	1.00
	PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit	2.00
		PHONE/DATA	
	SMOKE/CO ALARM	Hardwired smoke alarm/carbon monoxide	2.00
PLUMBING			
	MISC	NONE PROVIDED	
HVAC			
stat	H/P - WALL MOUNT 3.00	3.0-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-	
	DUCT	Fiberglass / Flex Return Air Duct	
	DUCT	Fiberglass / Flex - Supply Air Duct	
	MISC	Plenum Wall	
MISC			
	MISC	Close-Up	
	MISC	Shipping Wall	
STATES			
	STATE APP	CA Approvals	

DESCRIPTION PRICE

12 x 44 B-SHOWER UNIT

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND 2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION. WILLSCOT TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 185 AMPS BASED ON 120/240 SINGLE PHASE.

100% FRESH AIR HOOD HAS BEEN PROVIDED AT THE HVAC AS REQUIRED BY CODE. AS A RESULT, WILLSCOT IS NOT RESPONSIBLE FOR INSUFFICIENT HEATING OR COOLING (OR THE COMFORT OF THE OCCUPANTS OF THIS BUILDING) DURING EXTREME TEMPERATURES BECAUSE OF THE 100% FRESH AIR INTAKE REQUIREMENTS.

2- 120 GALLON ELECTRIC WATER HEATERS HAVE BEEN PROVIDED. DUE TO LACK OF INFORMATION ON SHOWER USAGE AND DURATION, WILLSCOT CANNOT GUARANTEED ADEQUATE HOT WATER DURING PERIODS

WILLSCOT

OF HEAVY USAGE.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN WILLSCOT SCOPE OF WORK.

FLOORS DO NOT SLOPE TOWARDS FLOOR DRAINS.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

WILLSCOT STANDARD ONE YEAR WARRANTY APPLIES

PLUMBING MANIFOLD IS NOT INCLUDED.

NO PROVISIONS FOR EXTERIOR FIRE RATING.

Size: 12 x 44 Description: B-SHOWER UNIT

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	OUTRIGGER	Chassis Basement 12' X 44' - 12" X 11.8# I-Beam OR/CM/MC	
	8'8'8' 1.00	12' 0" X 44' (UNIT WILL SHIP OVER 12' WIDE)	
	AXLES	Five Axle (5 New Brake Axles)	1.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C 50# FLOOR	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Sheet Vinyl .080 Commercial THROUGHOUT	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	8' FRP Over 1/2" MR (Nudo-Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	Upgrade to Plumbing Wall	

WILLSCOT

	STUDS	2 X 4 Wall Framing - 8' Tall	
	INSULATION	R-11 Unfaced Int. Wall @ 8' Tall WALLS SEPERATING ROOMS ONLY	
	COVERING	8' FRP Over 1/2" MR (Nudo- Interior Wall)	
	MISC	Wall Extended To Rafters WALLS SEPERATING ROOMS ONLY (FROM CEILING TO BOTTOM OF RAFTER) 1/2" RAW GYP ON BOTH SIDES UF STUD.	
COVE BASE	COVE BASE	Wall Base Vinyl 4" THROUGHOUT	
ROOF	JOIST	2 X 10 20# SINGLE SLOPE AWAY FROM DOORS 1/4" IN 12"	
	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Drywall	
	DECKING	1/2" Wood Decking (Roof)	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF	
	CEILING	2X4 - Vinyl Face Tile - Upgrade THROUGHOUT	
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	4.00
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder SINGLE OCCUPANT RESTROOMS	2.00
	LOCKSET	Passage - Lockset - Grade 2 (Ext) SINGLE OCCUPANT RESTROOMS	2.00
	LOCKSET	Classroom Lock - Grade 2 GANG RESTROOM	1.00
	LOCKSET	Entry Lock - Grade 2 WATER HEATER ROOM	1.00
	HARDWARE	Storm Chain SINGLE OCCUPANT SHOWER ROOM AND WATER ROOM	3.00
HEATER	HARDWARE	Closer - Tell 600 Series	1.00

WILLSCOT

		GANG SHOWER ROOM ONLY	
ELECTRICAL	PANEL	Nema 3R, External, 200 Amp Single Phase	1.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2X2 - LED - 3400 Lumen	2.00
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	4.00
	EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	4.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	4.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head For Emergency Light	4.00
	SWITCH	Switch Dimmer - Single	1.00
	SWITCH	Switch Sensor Dimming	3.00
	SWITCH	Occupancy Sensor Wall Mount (Single Relay)	2.00
	SWITCH	Occupancy Sensor Ceiling Mount (Dual Relay)	1.00
	RECEPTACLE	20A - GFCI Duplex	4.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
PLUMBING	PIPE	Copper Plumbing Drop TYPE M/ PEX	
	LAVATORIES	Lavatory - Wall Hung	8.00
	SHOWERS	Shower STD - 36" - (Non-ADA)	7.00
	SHOWERS	Shower ADA - 60"	3.00
	FLOOR DRAIN	Floor Drain W/Trap Guard	5.00
	WATER HEATERS	120-Gallon - Electric Water Heater	2.00
	ACCESSORIES	Mirror - 24" X 36" - W/Clips	8.00

WILLSCOT

PLUMBING

MISC	Pipe Insulation PER CODE	
MISC	In-Line Strainer	1.00
MISC	Restroom Sign	8.00

HVAC

H/P - WALL MOUNT	4.0-Ton - 10-KW Heat Strip - 1P - 100% FRESH AIR	1.00
DUCT	Fiberglass / Flex - Supply Air Duct	
EXHAUST FANS	70 CFM - Ceiling Mount	2.00
EXHAUST FANS	150 CFM - Ceiling Mount	3.00
MISC	Barometric Relief Damper	4.00

FURNISHINGS

CABINETS	Custom Laminate Countertop ROLLED EDGE WITH 4" BACK SPLASH (6 LF BETWEEN WALL HUNG LAVY'S)	6.00
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STATES

STATE APP	CA Approvals
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DESCRIPTION PRICE

12 x 40

B-RESTROOM UNIT

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND 2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B. WILLSCOT TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 135 AMPS BASED ON 120/240 SINGLE PHASE.

100% FRESH AIR HOOD HAS BEEN PROVIDED AT THE HVAC AS REQUIRED BY CODE. AS A RESULT, WILLSCOT IS NOT RESPONSIBLE FOR INSUFFICIENT HEATING OR COOLING (OR THE COMFORT OF THE OCCUPANTS OF THIS BUILDING) DURING EXTREME TEMPERATURES BECAUSE OF THE 100% FRESH AIR INTAKE REQUIREMENTS.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN WILLSCOT SCOPE OF WORK.

FLOORS DO NOT SLOPE TOWARDS FLOOR DRAINS.

WILLSCOT

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

NO PROVISIONS FOR EXTERIOR FIRE RATING. PHOENIX MODULAR ASSUMES THE MINIMUM REQUIRED DISTANCE FROM ANY AND ALL COMMON OR ASSUMED PROPERTY LINES.

WILLSCOT STANDARD ONE YEAR WARRANTY APPLIES.

PLUMBING MANIFOLD IS NOT INCLUDED.

PROVIDE 1 HOUR RATED WALL WITH NON-PROTECTED OPENINGS ON ONE 12' END WALL (INCLUDES 5/8" GYP ON BOTH SIDES OF STUD FROM FLOOR TO BOTTOM OF RAFTER, 5/8" GYP ON BOTTOM OF RAFTER 10' FROM SIDE WALL (TAPE AND MUD). THIS APPLIES ON ONE RESTROOM ONLY.

Size: 12 x 40 Description: B-RESTROOM UNIT

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
8'8'/8'	OUTRIGGER	Chassis Basement 12' X 40' - 12" X 11.8# I-Beam OR/CM/MC	
	1.00	11" 8" X 40'	
	AXLES	Quad Axle (4 Brake New Axles)	1.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C 50# FLOOR	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Sheet Vinyl .080 Commercial THROUGHOUT	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	8' FRP Over 1/2" MR (Nudo-Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	Upgrade to Plumbing Wall	

WILLSCOT

	STUDS	2 X 4 Wall Framing - 8' Tall	
	INSULATION	R-11 Unfaced Int. Wall @ 8' Tall ALL WALLS	
	COVERING	8' FRP Over 1/2" MR (Nudo- Interior Wall)	
	MISC	Wall Extended To Rafters WALLS SEPERATING ROOMS ONLY (FROM CEILING TO BOTTOM OF RAFTER) 1/2" RAW GYP ON BOTH SIDES UF STUD.	
COVE BASE	COVE BASE	Wall Base Vinyl 4" THROUGHOUT	
ROOF	JOIST	2 X 10 20# SINGLE SLOPE AWAY FROM DOORS 1/4" IN 12"	
	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF	
	CEILING	2X4 - Vinyl Face Tile - Upgrade THROUGHOUT	
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	4.00
	LOCKSET	Classroom Lock - Grade 2 GANG RESTROOMS	2.00
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder SINGLE OCCUPANT RESTROOMS	2.00
	LOCKSET	Passage - Lockset - Grade 2 (Ext) SINGLE OCCUPANT RESTROOMS	2.00
ELECTRICAL	PANEL	Nema 3R, External, 200 Amp Single Phase	1.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	3.00
	LIGHT	Troffer 2X2 - LED - 3400 Lumen	2.00

WILLSCOT**ELECTRICAL**

EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	4.00
EXIT/EMERGENCY LIGHTS	Exterior Remote Head for Emergency Light	4.00
EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	4.00
SWITCH	Switch Dimmer - Single	2.00
SWITCH	Switch Sensor Dimming	2.00
SWITCH	Occupancy Sensor Wall Mount (Single Relay)	2.00
SWITCH	Occupancy Sensor Ceiling Mount (Dual Relay)	2.00
RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
RECEPTACLE	20A - GFCI Duplex	4.00

PLUMBING

PIPE	Copper Plumbing Drop TYPE M/ PEX	
WATER CLOSET	Water Closet - Std - Low Flow - Elongated	4.00
WATER CLOSET	Water Closet - ADA - Low Flow - Elongated	4.00
URINALS	Urinal - Low Flow	1.00
LAVATORIES	Lavatory - Wall Hung	5.00
FLOOR DRAIN	Floor Drain W/Trap Guard	4.00
WATER HEATERS	Insta - Hot 2- DUAL SUPPLY/ 1-SINGLE SUPPLY	3.00
ACCESSORIES	Partition - Urinal Screen	1.00
ACCESSORIES	Toilet Paper Dispenser	8.00
ACCESSORIES	Modesty Partition	6.00
ACCESSORIES	Mirror - 24" X 36" - W/Clips	5.00
ACCESSORIES	Grab-Bar Set	4.00
MISC	Restroom Sign	8.00
MISC	Water Hammer Arrestor - 3/4"	1.00
MISC	In-Line Strainer	1.00

HVAC

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H/P - WALL MOUNT	4.0-Ton - 10-KW Heat Strip - 1P - 100% FRESH AIR	1.00
DUCT	Fiberglass / Flex - Supply Air Duct	
EXHAUST FANS	180 CFM - Ceiling Mount	2.00
EXHAUST FANS	150 CFM - Ceiling Mount	1.00
EXHAUST FANS	70 CFM - Ceiling Mount	2.00
MISC	Barometric Relief Damper	4.00
STATES		
STATE APP	CA Approvals	

DESCRIPTION PRICE

12 x 48

B-SHOWER UNIT

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2016 CBC, 2016 CEC, 2016 CMC, 2016 CPC, AND 2016 CALIFORNIA ENERGY CODE BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B. WILLSCOT TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 8)

ESTIMATED ELECTRICAL LOAD IS 185 AMPS BASED ON 120/240 SINGLE PHASE.

100% FRESH AIR HOOD HAS BEEN PROVIDED AT THE HVAC AS REQUIRED BY CODE. AS A RESULT, WILLSCOT IS NOT RESPONSIBLE FOR INSUFFICIENT HEATING OR COOLING (OR THE COMFORT OF THE OCCUPANTS OF THIS BUILDING) DURING EXTREME TEMPERATURES BECAUSE OF THE 100% FRESH AIR INTAKE REQUIREMENTS.

2- 120 GALLON ELECTRIC WATER HEATERS HAVE BEEN PROVIDED. DUE TO LACK OF INFORMATION ON SHOWER USAGE AND DURATION, WILLSCOT CANNOT GUARANTEED ADEQUATE HOT WATER DURING PERIODS OF HEAVY USAGE.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN WILLSCOT SCOPE OF WORK.

FLOORS DO NOT SLOPE TOWARDS FLOOR DRAINS.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

PROVIDE 1 HOUR RATED WALL WITH NON-PROTECTED OPENINGS ON ONE 12' END WALL (INCLUDES 5/8" GYP ON BOTH SIDES OF STUD FROM FLOOR TO

WILLSCOT

BOTTOM OF RAFTER, 5/8" GYP ON BOTTOM OF RAFTER 10' FROM SIDE WAL
(TAPE AND MUD).

Size: 12 x 48 Description: B-SHOWER UNIT

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	OUTRIGGER	Chassis Basement 12' X 48' - 12" X 11.8# I-Beam OR/CM/MC	
	8'8'/8' 1.00	12' 0" X 48 (UNIT WILL SHIP OVER 12' WIDE)	
	AXLES	Five Axle (5 New Brake Axles)	1.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C	
		50# FLOOR	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Sheet Vinyl .080 Commercial	
		THROUGHOUT	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	8' FRP Over 1/2" MR (Nudo-Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	2 X 4 Wall Framing - 8' Tall	
	STUDS	Upgrade to Plumbing Wall	
	INSULATION	R-11 Unfaced Int. Wall @ 8' Tall	
		WALLS SEPERATING ROOMS ONLY	
	COVERING	8' FRP Over 1/2" MR (Nudo- Interior Wall)	
	MISC	Wall Extended To Rafters	
		WALLS SEPERATING ROOMS ONLY (FROM CEILING TO	
		BOTTOM OF RAFTER) 1/2" RAW GYP ON BOTH SIDES UF	
		STUD.	
COVE BASE			
	COVE BASE	Wall Base Vinyl 4"	
		THROUGHOUT	

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ROOF

JOIST	2 X 10 20# SINGLE SLOPE AWAY FROM DOORS 1/4" IN 12"
INSULATION	R-30 Unfaced (W/ Support Netting)
DECKING	1/2" Drywall
DECKING	1/2" Wood Decking (Roof)
COVERING	EPDM .045 - White
CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'10" AFF
CEILING	2X4 - Vinyl Face Tile - Upgrade THROUGHOUT

EXTERIOR DOOR

DOOR	36X80 - 18ga Door - W/ Tell Jamb	5.00
LOCKSET	Classroom Lock - Grade 2 GANG RESTROOMS	2.00
LOCKSET	Deadbolt - Grade 2 - Single Cylinder SINGLE OCCUPANT RESTROOMS	2.00
LOCKSET	Passage - Lockset - Grade 2 (Ext) SINGLE OCCUPANT RESTROOMS	2.00
LOCKSET	Entry Lock - Grade 2 WATER HEATER ROOM	1.00
HARDWARE	Storm Chain SINGLE OCCUPANT SHOWER ROOM AND WATER	3.00

HEATER

HARDWARE	Closer - Tell 600 Series GANG SHOWER ROOM ONLY	2.00
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ELECTRICAL

PANEL	Nema 3R, External, 200 Amp Single Phase	1.00
RACEWAY	Flex W/ Ground	
LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	5.00
LIGHT	Troffer 2X2 - LED - 3400 Lumen	2.00
EXTERIOR LIGHTS	Exterior 30W LED Porch Light With Photocell	5.00
EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	5.00
EXIT/EMERGENCY LIGHTS	Exterior Remote Head for Emergency Light	5.00

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	SWITCH	Switch Sensor Dimming	3.00
	SWITCH	Occupancy Sensor Ceiling Mount (Dual Relay)	2.00
	SWITCH	Switch Dimmer - Single	1.00
	SWITCH	Occupancy Sensor Wall Mount (Single Relay)	2.00
	RECEPTACLE	20A - GFCI Duplex	5.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
PLUMBING			
	PIPE	Copper Plumbing Drop TYPE M/ PEX	
	LAVATORIES	Lavatory - Wall Hung	8.00
	SHOWERS	Shower ADA - 60"	4.00
	SHOWERS	Shower STD - 36" - (Non-ADA)	6.00
	FLOOR DRAIN	Floor Drain W/Trap Guard	5.00
	WATER HEATERS	120-Gallon - Electric Water Heater	2.00
	ACCESSORIES	Mirror - 24" X 36" - W/Clips	8.00
PLUMBING			
	MISC	Pipe Insulation PER CODE	
	MISC	Restroom Sign	10.00
	MISC	In-Line Strainer	1.00
HVAC			
	H/P - WALL MOUNT	4.0-Ton - 10-KW Heat Strip - 1P - 100% FRESH AIR	1.00
	DUCT	Fiberglass / Flex - Supply Air Duct	
	EXHAUST FANS	70 CFM - Ceiling Mount	2.00
	EXHAUST FANS	150 CFM - Ceiling Mount	3.00
	MISC	Barometric Relief Damper	5.00
STATES			
	STATE APP	CA Approvals	

DESCRIPTION	PRICE
16 X 20	HQ GROUND MOUNT-LAUNDRY UNIT

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STEEL FRAMEWORK

Material:	Cold formed steel profiles in a thickness of 0.125" to 0.25"
Dimensions:	Floor frame beam 4.75" x 4.75" x 0.125"
	Floor cross beam U-shape 4" x 1.5" x 0.125"
	Ceiling frame beam 8.5" x 3" x 0.25"
	Ceiling cross beam U-shape 3.5" x 1.75" x 0.25"
	L-shape column 9.75" x 8.75" x 0.25"
Surface Finish:	Base coat - Sand blasted epoxy finish 2 mil thick, Final coat - vinyl acrylic coat in a thickness of 3.5 mil (total thickness 5½ mil) Corrosion class C3 by ISO 12944-2
Additional Fittings:	8 corner blocks Rainwater pipe in the roof framework Forklift openings in the floor frame of dimensions 13.75" x 3.5" centered and Separated by 80.75"

FLOOR

Composition:	External wainscot: flat, galvanized steel sheet metal in a thickness of 25 GA Insulation: polyisocyanurate in a thickness of 4", Class A1 fire-spread and smoke developed rating on steel metal transverse supports Vapor Barrier: PE foil in a thickness of 3 mil Cement bonded particle board in a thickness of 1" Vinyl Composite Tile, Carpet Bar at Matelines
Permitted loading:	50 lb/SF
Insulation:	R-38

CEILING / ROOF ASSEMBLY

Composition:	External wainscot: 25 GA flat, galvanized and painted steel sheet metal fitted To be slightly convex; steel sheet reinforced and screwed at the Edges with a steel band of 0.125" x 1.125". Insulation filling: polyisocyanurate in a thickness of 4" to 5", with a Class A1 fire-spread and smoke developed rating on steel metal transverse supports
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Vapor Barrier: Polyethylene foil - 8 mil. Thickness

Inner wainscot: panel width 45" with a total thickness of 2"

Upper wainscot: 25GA shallow profiled, galvanized and painted steel sheet metal

Insulation: 2" mineral wool (Class A1 fire-spread and smoke developed rating)

Bottom (visible) wainscot: 25GA flat, galvanized and painted steel sheet metal

Drainage outlet: (4) 2" diameter PVC rainwater pipes located in corner pillars (insulated by Site installed mineral wool all around)

Permitted loading: 60 lb/SF

Insulation: R-31

SIDE WALLS

Composition: Side panel width 45" with a total thickness of 4". IBC tagged product in Accordance to IBC 2006 Codes. Five (5) panels fit into long side and Two (2) panels fit into short side of the 20' module.

External wainscot: 25 GA micro profiled, galvanized and painted steel sheet Metal.

Insulation: polyisocyanurate in a thickness of 4", with a Class A1 fire-spread and smoke developed rating.

Inner wainscot: 25 GA flat, galvanized and painted steel sheet metal

Trim: Side panels are supported on top side by L-shaped steel metal trim (1.5" x 0.75" x 0.0625")

Panels are connected to the top frame by (3) 0.25" x 4.75" screws

Side panels are supported on the bottom side by special shaped steel metal (profiles 2.25" x 3.5" x 0.0625" on the outside and an L-shaped profile 2" x 0.625" x 0.0625" on the inside.

Final panel trim in the interior are PVC (profiles: L shaped 4.75" x 2" (top) and 2.75" x 2.75" (corner)

Permitted loading: 58 lb/SF = 150 Mph)

Insulation: R-27

EXTERIOR DOORS

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Composition: Steel with Steel door frame with panic bars

Dimensions: 30" x 80", 1.5" thick with viewing window

Hardware: Cylinder lock with 3 keys and metal handle, 3 hinges

Insulation: R-5 - door insulated with mineral wool

WINDOWS (includes interior)

Composition: PVC frame with double-layer insulated safety glass

Dimensions: 36" x 54" vertical sliding

Insulation: R-4

Accessories: External PVC rolling shutters (with the possibility of locking)
Fly screen
External steel metal galvanized grills

Additional Information: Windows are NFRC tested and certified

PLUMBING: Non-proposed.

ELECTRICAL INSTALLATIONS

Standard: According to NEC regulations

Voltage: 120/240 V, 60 Hz (4-wire)

Network connection: CAT 5 shielded (or CAT 3), 4-wire

Module to module: 2x recessed, connection wire between recesses and tap box

Inner distribution system: # 12 AWG metal clad cable (type MC)

Protection: 60 A load center with one 20 A 240 V double pole breaker, four (4)
Single pole 12 A breakers

Grounding: Galvanized connector with a cross clip of dimensions 2-1/4" x 2-1/4"
Welded on the bottom frame

Fittings: Tap box for daisy chaining in the ceiling
Duplex double receptacles - 120v 15A Duplex GFCI Receptacle
(White with WP Cover)
Phone/data receptacles

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WP Exterior Fluorescent Light with PE Cell

Interior emergency exit lights at door locations only

2 recessed fluorescent lights with motion sensor without heat detection

HVAC:

Heating and cooling unit with supplementary heat strips as required for climate.

Scope of Work

Description	Details	Excluded	WillScot	Client
Building				
24 x 60 Office Building			X	
24 x 60 R-2 Building			X	
24 x 60 R-2 Building			X	
12 x 40 Restroom Building (west location)			X	
12 x 44 Shower Building (west location)			X	
36 x 60 R-2 Building			X	
12 x 48 shower building (south location)			X	
12 x 40 Restroom Building (south location)			X	
36 x 60 R-2 Building			X	
36 x 60 Assembly Building (cafeteria)			X	
16 X 20 Laundry Room	This is a ground mound use building. non fire rated buildings		X	
16 X 20 Laundry Room Building Modification			X	
Transportation				

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Description	Details	Excluded	WillScot	Client
Deliver units	Transport modular units including surveys, pilot and permits from Willscot Factory to the project site. (This does not include CHP escort if needed)		X	
Shuttle Modular Units	Shuttle modular units from the staging area to the project site. Staging area shall be located on project site.		X	
Ground mount HQ Building Deliver units	Transport modular units including surveys, pilot and permits from Willscot Factory to the project site. (This does not include CHP escort if needed)		X	
Installation				
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Building Setup (Trans lift)	Provide required labor, materials and equipment to Trans lift set the modular units onto the building foundation		X	
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - Building Setup (Trans lift)	Provide required labor, materials and equipment to Trans lift set the modular units onto the building foundation		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Building Setup (Trans lift)	Provide required labor, materials and equipment to Trans lift set the modular units onto the building foundation		X	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - CP Anchor Modular Units	Furnish and install CP Anchor. Anchors shall be install on dirt or asphalt. Contractor shall provide clamp or strapping to secure and attach to the building as required by code and manufacturer's instructions.		X	
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - CP Anchor Modular Units	Furnish and install CP Anchor. Anchors shall be install on dirt or asphalt. Contractor shall provide clamp or strapping to secure and attach to the building as required by code and manufacturer's instructions.		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - CP Anchor Modular Units	Furnish and install CP Anchor. Anchors shall be install on dirt or asphalt. Contractor shall provide clamp or strapping to secure and attach to the building as required by code and manufacturer's instructions.		X	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Steel Piers and Pads	Furnish and install "Minute Man" Anchor or Equal. Anchors shall be either Augured, Cross drive or Embedded in Concrete. Contractor shall provide steel strapping for anchor and attach to the building as required by code and manufacturer's instructions		X	

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Description	Details	Excluded	WillScot	Client
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - Steel Piers and Pads	Furnish and install "Minute Man" Anchor or Equal. Anchors shall be either Augured, Cross drive or Embedded in Concrete. Contractor shall provide steel strapping for anchor and attach to the building as required by code and manufacturer's instructions		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Steel pier and Pads	Furnish and install "Minute Man" Anchor or Equal. Anchors shall be either Augured, Cross drive or Embedded in Concrete. Contractor shall provide steel strapping for anchor and attach to the building as required by code and manufacturer's instructions		X	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Remove Axles/Tire	Axles and Tires shall be left on building and/or removed and stored under the building		X	
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - Remove Axles/Tire	Axles and Tires shall be left on building and/or removed and stored under the building		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Remove Axles/Tire	Axles and Tires shall be left on building and/or removed and stored under the building		X	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Remove Hitches	Hitches shall remove and stored under the building		X	
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - Remove Hitches	Hitches shall remove and stored under the building		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Remove Hitches	Hitches shall remove and stored under the building		X	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Interior/Exterior Seams	Complete all Exterior/Interior Seams Per the Drawings and Agreed Scope of Work. Floor seams shall be flash patched and sanded to a seamless transition from module to module. All interior and exterior seams shall be completed per the drawings and material manufacturer instructions. Once complete the seams shall maintain the "building envelope". End wall at (1) R-2 Dorm, (1) Office, and Side Wall at (1) R-2 Dorm has 1 hour rating.		X	

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Description	Details	Excluded	WillScot	Client
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Interior/Exterior Seams	Complete all Exterior/Interior Seams Per the Drawings and Agreed Scope of Work. Floor seams shall be flash patched and sanded to a seamless transition from module to module. All interior and exterior seams shall be completed per the drawings and material manufacturer instructions. Once complete the seams shall maintain the "building envelope". Side Wall of (3) 36 x 60 Dorm has 1 hour rating.		X	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Gutter/Downspouts	Install Ship loose and connect modline		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Gutter/Downspouts	Install Ship loose and connect modline		X	
16 X 20 Laundry Building - Building Setup (Trans lift)	Provide required labor, materials and equipment to Trans lift set the modular units onto the building foundation		X	
16 X 20 Laundry Building - Anchor Modular Units	Furnish and install Anchor. Anchors shall be install on dirt or asphalt. Contractor shall provide clamp or strapping to secure and attach to the building as required by code and manufacturer's instructions.		X	
Building Signage and Address		X		
Knox Box		X		
Washer and Dryer		X		
FF&E		X		
Skirting				
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Skirting Framing and Face Material	Furnish and Install Wood Framing attached to the Underside of the Buildings to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be same materials furnished by the building manufacturer or others as outline in the DOR. The Skirting includes 1 hour		X	

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Description	Details	Excluded	WillScot	Client
	rating at end wall only of (1) 12 x 60 dorm, (1) 12 x 60 office and (1) side wall only of 24 x 60 Dorm.			
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - Skirting Framing and Face Material	Furnish and Install Wood Framing attached to the Underside of the Buildings to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be same materials furnished by the building manufacturer or others as outline in the DOR. The Skirting includes 1 hour rating at end wall only of (1) 12 x 48 shower and (1) Restroom.		X	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Skirting Framing and Face Material	Furnish and Install Wood Framing attached to the Underside of the Buildings to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be same materials furnished by the building manufacturer or others as outline in the DOR. The Skirting includes 1 hour rating at side wall only of (3) 36 x 60 buildings.		X	
16 X 20 Laundry Building - Skirting Framing and Face Material	Furnish and Install Wood panel attached to the Underside of the Buildings to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be same materials furnished by the building manufacturer or others as outline in the DOR. The Skirting does not include fire rating due to enough set back.		X	
Decks / Ramps / Canopies				
Fabricate Steel Steps, Decks and Ramps (For New Buildings)	Prefabricated Steel Decks, Steps and Ramps Shall be Designed by a Professional Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks, steps and ramps as required. All welding off site shall be completed by a certified welder. Decks, Steps and Ramps to be installed directly on grade. Does not include below grade footings.		X	
Delivery and Install Steel Steps, Decks and Ramps (For New Buildings)	Prefabricated Steel Decks, Steps and Ramps Shall be Designed by a Professional Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks, steps and ramps as required. Decks, Steps and Ramps to be installed directly on grade. Does not include below		X	

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Description	Details	Excluded	WillScot	Client
	grade footings or transition to propose or existing grade.			
Skirting Steel Steps, Deck and Ramps (For New Buildings)	Furnish and Install Wood Framing attached to the Underside of the walking surface to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be same materials furnished by the building manufacturer or others as outline in the DOR. The Skirting does not include 1 hour rating.		X	
Deck and Ramp (For Laundry Room)	Prefabricated Steel Decks, Steps and Ramps Shall be Designed by a Professional Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks, steps and ramps as required. All welding off site shall be completed by a certified welder. Decks, Steps and Ramps to be installed directly on grade. Does not include below grade footings.		X	
Delivery and Install Used Decks and Ramps (For New Buildings)	Prefabricated Steel Decks, and Ramps Shall be Designed by a Professional Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks, and ramps as required. Decks, and Ramps to be installed directly on grade. Does not include below grade footings or transition to propose or existing grade.		X	
General Conditions				
Architectural Design	Architect of Record, Including but not limited to modular building and other building drawings.	X		
Structural Engineering - Foundations	Foundation structural drawings in accordance with applicable project and code requirements. Above Grade Foundation Design will require approval from AHJ.		X	
Electrical Engineering	Feed from DP's to MDP	X		
Plumbing Engineering	Manifold to Single POC	X		

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Description	Details	Excluded	WillScot	Client
Surveying	Complete a survey with a topo map of the required project area including survey limits, range, contours, all surface features and underground utilities within the area to be surveyed shall be shown and identified on the maps. In addition, these features shall be located by sufficient distance ties and labeled on the sheets to permit accurate scaling and identification. Establish project benchmarks and corner locations of the building(s).	X		
Geotechnical Investigation & Report	Complete geotechnical testing at site and develop a comprehensive report with recommendations in accordance with applicable codes and project requirements	X		
Civil Engineering	Complete Site Development Drawings including Site Plan, Grading Plan, Drainage Plan, Landscaping Plan, etc. in accordance with specific codes, municipal requirements and project requirements.	X		
SWPPP Planning/Design	Provide a complete SWPPP plan and details for work necessary prior, during and after proposed construction. All plans and details shall be in accordance with applicable codes	X		
CMT (Construction Materials Testing)	Provide soil compaction testing, inspections, concrete sampling and testing during construction as required	X		
Deck, Step and Ramp Drawings	Complete deck, step and ramp drawings in accordance with project and applicable codes.		X	
Bid Bond		X		
Performance Bond		X		
Liquidated Damages		X		
Sales Tax			X	
PLA Prevailing Wage	Non Union / PLA Prevailing Wage		X	
Union Wage		X		
Permits		X		
Building Permits		X		
Site Permit		X		
Foundation Permit		X		
Electrical Permit		X		
Plumbing Permit		X		

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Description	Details	Excluded	WillScot	Client
Fire Suppression Permit		X		
HVAC Permit		X		
Temporary Labor & Facilities		X		
Site Clean Up Labor	For clean-up of Willscot scope of work and debris only.	X		
Building Clean Up Labor	For clean-up of Willscot scope of work and debris only.		X	
Dumpsters	For Willscot debris only.		X	
Portable Restroom Stalls	For Willscot workers only per OSHA.	X		
Portable Hand wash Stations	For Willscot workers only per OSHA.	X		
Equipment	Trans lift and Forklift		X	
Safety Signage	Including but not limited to construction, wage, and safety signage. Also includes a site MSDS and safety manuals	X		
Safety PPE	Including but not limited to hardhats, eye protection, and safety vests. All workers shall be properly equipped by their company per OSHA		X	
First Aid Kits	Appropriate size first aid kits located in the construction trailer and at each building exit in the proposed building to be constructed		X	
Eye Wash Kits	Eye wash kits shall be located in the construction trailer and at each building exit in the proposed building to be constructed		X	
Soil Erosion & Storm Water Control	Furnish labor and materials to install soil erosion and storm water control measures per SWPPP plan. This contractor also to regular inspect and maintain during construction	X		
Sewer Storage Tanks	Furnish sanitary storage tanks/bladders for use on construction facilities. Includes delivery, installation, connections, heat tracing if required and weekly maintenance.	X		
Temporary Heat	Labor and Materials to provide temporary heat during construction. Includes heaters, fuel and 24 hour dedicated watchperson	X		
Temporary Lighting	Labor and material to string temporary lighting in the proposed building(s) to be constructed in accordance with OSHA. Building(s) Only	X		

WILLSCOT

Description	Details	Excluded	WillScot	Client
Temporary Power	Labor/materials to install a temporary power feed from the existing electrical service or generator at the proposed building(s) to be constructed. Power poles shall be used for tools and temporary lighting. Includes but not limited to any permits, fees, meters, etc. For Willscot scope of work only	X		
Subsurface Dewatering	Dewater Excavations as Required by Code, Inspectors or Designing Engineer	X		
Rock/Debris Excavation	Remove Rock or Other Debris as required by Code, Inspectors or Designing Engineer	X		
Concrete Testing	Provide labor and materials to complete slump and compressive testing in accordance with code and project requirements	X		
Project Manager	Willscot Project Manager has overall responsibility of the project budget and schedule. The Project Manager will be the POC for the client with any specific clarifications, change orders, schedule adjustments, etc.		X	
QA/QC Manager	The QA/QC manager is responsible to review the drawings, specifications and submittals to insure all work in accordance with applicable documents and codes. This person shall enforce a QA/QC plan and coordinate any code or client inspections. At Willscot's option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Willscot.	X		
Safety Manager	The Safety Manager is responsible to enforce OSHA, EM385 and Willscot's Safety Procedure/Plan. This includes tool box meetings, safety planning and safety enforcement. At Willscot's option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Willscot.	X		
Site Security	Client is responsible for overall project site security. Willscot to secure buildings during non-working hours.	X		
Closeout Submittals	Willscot's Project Manager will turn over to the client all necessary closeout documents including but not limited to as-build drawings, engineering letters, certifications, etc. as required by the project documents and/or code.		X	

WILLSCOT

Description	Details	Excluded	WillScot	Client
QA/QC Plan	Willscot will have a QA/QC plan available on site. All Willscot contractors shall be responsible for understanding the requirements outlined in the QA/QC manual as required.	X		
Warranty	Willscot's Project Manager will turn over to the client all necessary warranty documents as required by the project documents.		X	
Building and Equipment Training	All Willscot Subcontractors and Manufacturers shall provide to the client the necessary on-site training for the operation of the building and equipment installed.		X	
Washer	Shall be furnished, installed and tested by designated contractor	X		
Dryer	Shall be furnished, installed and tested by designated contractor	X		
Plumbing				
Plumbing Water Service - Site	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing water from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, and compaction.	X		
Plumbing Water Service - Manifolding	Provide labor, materials and equipment to manifold all plumbing water lines located below each fixture to a single point and connect to the main water service stub located in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.	X		
Plumbing Water Backflow Preventer	Furnish and Install plumbing backflow as required by code	X		
Plumbing Sanitary Sewer Service - Complete	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing sewer line from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, and compaction.	X		

WILLSCOT

Description	Details	Excluded	WillScot	Client
Plumbing Sanitary Sewer Service to a Single Location	Provide labor, materials and equipment to manifold all plumbing sanitary sewer lines located below each fixture to a single point and connect to the main sewer service stub located in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.	X		
Fire Suppression				
Fire Sprinkler - Building	Building manufacturer shall design, furnish and install a complete fire sprinkler system per applicable building specifications. Work shall be include all piping, heads, alarms, risers, backflow preventers, etc. Building fire sprinkler shall terminate to a riser flange 1'-0" AFF for complete connection to existing fire water service by client.	X		
Electrical				
Electrical Service - Complete	Complete electrical service from existing power source to the proposed building. Includes, excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins.	X		
Site Area Lighting	Solar Power Pole	X		
Install Ship loose Exterior Lights	Building manufacturer shall provide the materials for the specified lights. Any labor, tools, permits, fees to install the Ship loose light is the responsibility of Willscot's electrical contractor.	X		
Telephone, Data, TV				
Telephone	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Data	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Cable Television	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Security				
Key Card Access System	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device	X		

WILLSCOT

Description	Details	Excluded	WillScot	Client
	Installation and testing the system to complete the system.			
Security Alarm	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
CCTV	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Fire Alarm				
Fire Alarm (Stand Alone)	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Mass Notification	Labor and Materials to furnish, install and test a complete mass notification system.	X		
Public Address	Labor and Materials to furnish, install and test a complete public address system.	X		

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Proposed Schedule

Description	Duration	Start	Finish
See Microsoft Project			

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Project Clarifications

Technical Clarifications	
General Construction:	
This proposal is based on Willscot providing a building, which meets or exceeds the requirements for the State of California "HCD" (housing community development). Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Willscot.	
Willscot's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer would be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.	
Willscot standard building materials and installation methods have been provided for this building unless otherwise noted.	
This proposal is subject to finalized engineering and architectural details.	
If it is not in our "DOR" delineation of responsibility or "SOW" Scope of work it is not included.	
Willscot will Facilitate Permit Coordination, Payment for Permits to Government Agencies Shall be Provided Directly by Customer	
All dimensions provided are nominal.	
Willscot is providing manufacturers shop drawings only. Any other drawings, certifications and/or tests required are to be supplied by others	
Willscot will provide all permits necessary for the manufacture and delivery of the module(s) to the site. The Customer shall obtain and be responsible for all permits pertaining to the building, installation, site work and occupancy. Customer, prior to delivery, shall have obtained all necessary approvals and permits required for the installation of the equipment. Customer will indemnify and hold Willscot harmless from and against any fines, penalties and liabilities that may arise from the failure of Customer to obtain any necessary permits.	
In the event that any act or omission by Customer, including the failure of Customer to complete any work or obtain any permits for which it is responsible, or Customer's failure to make the site available and ready causes a delay in substantial completion, Customer will be liable for any additional costs incurred by Willscot to the extent caused by such delay.	
The definitive project completion schedule shall be mutually negotiated and agreed to by the parties upon execution of the agreement.	

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Technical Clarifications
The pricing provided herein is based on PLA with DOL Prevailing Wage for onsite work; all factory work or off site work will be done at standard wages.
The Customer shall be responsible for site security.
Negotiated PLA exception has been agreed on using core employee are not required to be in the zip code stated in writing in the PLA requirements. "City of Long Beach Letter dated 2/25/20 by Mouhsen Habib".
NOTE: "others" denotes not by Willscot, or its agents, employees and/or subcontractors.
NONE
Schedule:
The Willscot proposal is based on a standard 40-Hour work week. Overtime, weekend or holiday labor, if required, may result in additional costs.
Building:
The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.
Proposed building does include partial exterior Fire Rated assemblies of 1 hour on the following buildings, 24 x 60 office building will have 1 hour rating on one side of 24 ft. end wall unit only, 24 x 60 dorm building will have 1 hour rating on one side of the 60 ft. side wall only and the other 24 x 60 dorm will have it on one side of 24 ft. wide only, 12 x 40 restroom and 12 x 44 shower is not rated, the 2 ea. 36 x 60 dorms will have 1 hour rating on one side of the 60 ft. side only not both side, the 12 x 40 restroom and 12 x 48 shower will have 1 hour rating on one side of the 12 ft. wall only and the last building 36 x 60 assembly building will have 1 hour rating only on one side of the 60 ft. wall, and the 16 x 20 HQ laundry room is not rated. If Fire Rated assemblies are required, due to the location of the module(s) to existing/proposed buildings and/or property lines, Willscot will provide at an additional cost.
Site:
Willscot assumes the minimum required distance from any and all assumed and/or common property lines.
Willscot shall not be responsible for any and all environmental and/or subsurface conditions including but not limited to rock, unsuitable soil conditions, hazardous materials, etc.
All pricing is based on normal level site conditions or standard modular set-up procedures.
Willscot assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required.

WILLSCOT

Technical Clarifications	
Site work removal or relocation of obstructions (above or below ground) is not in the contract. Standard "ROCK CLAUSE" applies.	
Willscot for reasons of safety and schedule considerations fully expects that the portable site be clear of all other trade's and any excavations or ditches caused by those trades until such a time that the "Modular Buildings" are in place and anchored, and that access to the portable site will not be constrained by other subcontractors of trades that are not contained in our scope of work.	
Customer is responsible to insure the site grading allows water to run off away from the proposed buildings. The customer is also responsible to insure the proper grading is maintained while the buildings are on site to assure that water is not present under the structure.	
A staging area located adjacent to the work site.	
No dewatering of subsurface water.	
All underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others.	
Storm water management/erosion and sedimentation control by others.	
This proposal excludes any provisions for winter conditions	
Willscot assumes that all electrical, water supply and sewer are sized to provide adequate supply to the modular building. Should any system not be sufficiently sized, Owner would be responsible for the cost to adjust any system to provide sufficient supply/volume to the new modular building.	
Foundation:	
Assume minimum 2,500 PSF soil compaction at grade and/or frost line.	
A soils test may be required by the local building department to support the foundation design. The cost of the soil test and any design changes resulting from this report will be the responsibility of the Customer.	
Willscot assumes no responsibility for the design and/or installation of the foundations including, but not limited to soil bearing capacity, materials, workman-ship, construction methods or the suitability thereof. Also, this proposal is based on all foundation work being completed, cured, acceptable for all intended loads and free of obstructions prior to time of delivery of modules	
WillScot has proposed state approved CP pier system as foundation for all modular building except for the laundry room.	
Building Installation/Setup:	
Placement of module(s) to be accomplished by the use of truck, Tran lift and forklift.	

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Technical Clarifications	
Wheels and axles to remain and stored under module(s). Hitches will be removed and stored under module(s). All shipping wall will be store underneath the buildings.	
Decks, Steps and Ramps:	
Steel Landing with steps, Ramp and Decking will be provided as state approve. Ramp transition from edge of ramp to existing or propose grade will be provided by others.	
Electric:	
All Site Electrical connection and extension from POC to modular subpanels will be provided by others.	
Public address system with empty J-boxes will be provided by others.	
Fire alarm system with empty J-boxes will be provided by others.	
Phone and Data systems with empty J-boxes will be provided by others.	
Security System with empty J-boxes will be provided by others.	
Plumbing:	
All Potable water from site POC to multiple building connections will be provided by others.	
All Sanitary sewer from site POC to multiple building connections will be provided by others.	
Heat tracing/insulation of exposed potable water/sanitary sewer piping is by others.	
Mechanical:	
Sprinkler system will be responsibility of others.	
H.V.A.C. balancing by others.	

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Contract Clarifications
TO BE NEGOTIATED.

WILLSCOT

Project Pricing

Building	\$1,564,276.09
24 x 60 Office Building	
24 x 60 R-2 Building	
24 x 60 R-2 Building	
12 x 40 Restroom Building (west location)	
12 x 44 Shower Building (west location)	
36 x 60 R-2 Building	
12 x 48 shower building (south location)	
12 x 40 Restroom Building (south location)	
36 x 60 R-2 Building	
36 x 60 Assembly Building (cafeteria)	
16 X 20 Laundry Room	
16 X 20 Laundry Room Building Modification	
Transportation	\$53,097.78
Deliver units	
Shuttle Modular Units	
Ground mount HQ Building Deliver units	
Installation	\$173,575.56
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Building Setup (Trans lift)	
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - Building Setup (Trans lift)	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Building Setup (Trans lift)	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - CP Anchor Modular Units	
2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48 Showers - CP Anchor Modular Units	
2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - CP Anchor Modular Units	
2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Steel Piers and Pads	

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2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48
Showers - Steel Piers and Pads

2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Steel pier and
Pads

2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Remove Axles/Tire

2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48
Showers - Remove Axles/Tire

2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Remove
Axles/Tire

2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Remove Hitches

2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48
Showers - Remove Hitches

2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Remove Hitches

2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Interior/Exterior Seams

2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Interior/Exterior
Seams

2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Gutter/Downspouts

2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly -
Gutter/Downspouts

16 X 20 Laundry Building - Building Setup (Translift)

16 X 20 Laundry Building - Anchor Modular Units

Skirting **\$40,793.26**

2 each 24 x 60 "R-2" & 1 each 24 x 60 "B" - Skirting Framing and Face
Material

2 each 12 x 40 Restrooms, 1 each 12 x 44 Shower & 1 each 12 x 48
Showers - Skirting Framing and Face Material

2 each 36 x 60 "R-2" and 1 each 36 x 60 Assembly - Skirting Framing
and Face Material

16 X 20 Laundry Building - Skirting Framing and Face Material

Total - Building / Delivery / Install **\$1,831,742.69**

Decks / Ramps / Canopies **\$148,384.94**

Fabricate Steel Steps, Decks and Ramps (For New Buildings)

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Delivery and Install Steel Steps, Decks and Ramps (For New Buildings)

Skirting Steel Steps, Deck and Ramps (For New Buildings)

Deck and Ramp (For Laundry Room)

Delivery and Install Used Decks and Ramps (For Laundry Room)

General Conditions

\$119,839.37

Structural Engineering - Foundations

Deck, Step and Ramp Drawings

Sales Tax

PLA Prevailing Wage

Building Clean Up Labor

Dumpsters

Equipment

Safety PPE

First Aid Kits

Eye Wash Kits

Project Manager

Closeout Submittals

Warranty

Building and Equipment Training

Total Additional Items

\$268,224.31

Changes from the original proposal:

Delete used HQ Laundry building

(\$62,643.34)

Provide Fire Sprinkler with riser in (2) 24x60 & (2) 36 x 60 Dormitory Buildings

\$95,384.62

Delete Administration Building (transport, set up, skirting, ramp & deck)

(\$167,842.19)

Redline revision on the following buildings: Add 1 each 4040 fixed window with mini blinds in (2) 24 x 60 \$3,845.32, (2) 36 x 60, delete 1-hour rated walls at the 60 ft. side of 36x60 dining (\$3,400.00, add 1-hour rated walls on the 36 ft. side of one 36x60 dining \$2,040.00 and add fire dampers with access panel on one 36x60 dining \$4,580.89

\$7,066.41

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PMI: 4487 shower building:

- Add same light as shown on the specification 30W LED light photocell 1 each
 - Add standard 24x24 floor mount mop sink with faucet 1 each
 - Resubmit drawings to state of California HCD
- \$1,929.38**

PMI: 4493 24 x 60 dormitory building:

- Add same light as shown on the specification 30W LED light photocell 2 each
 - Add blank j-box with ¾" conduit stubbed to ceiling for future fire alarm 4 each
 - Resubmit drawings to state of California HCD
- \$1,256.85**

PMI: 4491 toilet building:

- Add same light as shown on the specification 30W LED light photocell 1 each
 - Resubmit drawings to state of California HCD
- \$844.52**

PMI: 4488/4489 36 x 60 dormitory building:

- Add same light as shown on the specification 30W LED light photocell 4 each
 - Add blank j-box with ¾" conduit stubbed to ceiling for future fire alarm 8 each
 - Resubmit drawings to state of California HCD
- \$1,980.09**

PMI: 4492 24 x 60 dormitory building:

- Add same light as shown on the specification 30W LED light photocell 1 each
 - Add blank j-box with ¾" conduit stubbed to ceiling for future fire alarm 4 each
 - Resubmit drawings to state of California HCD
- \$947.05**

PMI: 4490 shower building:

- Add same light as shown on the specification 30W LED light photocell 1 each
 - Add standard 24x24 floor mount mop sink with faucet 1 each
 - Resubmit drawings to state of California HCD
- \$1,929.38**

PMI: 4485 dining building:

- Add same light as shown on the specification 30W LED light photocell 1 each
 - Add standard 24x24 floor mount mop sink with faucet 1 each, 40 gal. electric water heater, 3 ft. x 8 ft. closet (2" x 4" framing with VCG wall covering, 4 ft. high FRP, 6068 solid core double door with timely jamb, astragal and flush bolt, and passage grade 2 lockset, remove 2 each insta-hots and remove duplex.
- \$4,884.08**

WILLSCOT

- Resubmit drawings to state of California HCD

Manifold Plumbing Fixtures at the following buildings:

- PMI 4491 and 4486: 12 x 40 Toilet.
- PMI 4490 and 4487: 12 x 48 and 12 x 44 Shower building.
- PMI 4485: 36 x 60 dining building.

\$186,431.00**Chlorinate waterline within our scope of work of tie-in.**

- PMI 4491 and 4486: 12 x 40 Toilet.
- PMI 4490 and 4487: 12 x 48 and 12 x 44 Shower building.
- PMI 4485: 36 x 60 dining building.

\$22,924.00**Additional Decking, Design and Engineering****\$13,346.00**

Additional cost to comply with PLA crew of one core with one union employee and trade change from house mover to carpenter and laborer.

\$32,985.00

TOTAL

\$2,241,389.85

**Including
10.25% sales
tax**

EXHIBIT - B

CITY OF LONG BEACH

PURCHASE ORDER – GENERAL CONDITIONS

1. This Purchase Order issued by the City of Long Beach ("City") supplements and is attached to that certain Agreement for the Sale and Installation of a New Modular Building dated March 6, 2020 by and between City and Williams Scotsman, Inc. ("Supplier") ("Williams Scotsman Sale Agreement"), and forms a part of the Williams Scotsman Sale Agreement. To the extent the terms and conditions of this Purchase Order directly contradict terms and conditions of the Williams Scotsman Sale Agreement, the Williams Scotsman Sale Agreement shall control.
2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on Invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and Supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, Supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description as provided within the Williams Scotsman Proposal dated 03/06/2020. Supplier hereby warrants to City that at the time of installation Supplier has good and marketable title to the Building, free and clear of all liens and encumbrances arising by or through the Supplier. Supplier warrants to City that the materials and equipment furnished by Supplier under the contract for the Project will be of good quality and NEW (factory built) and free from defects for a period of one (1) year from the date of Substantial Completion of Suppliers Scope of Work. Further, Supplier hereby assigns to City all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Supplier shall repair or replace all defective parts of the Building which are covered under Suppliers warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Supplier's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Supplier, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Building for a purpose for which it was not intended or other misuse. Supplier warrants to City that the Building will be built in accordance with requirements of the State of California Housing Community Development (HCD) for Modular Building structures and in compliance for use by a "R" for dorm units, "B" for administration units, and "A" for dining units occupancy classification according to Type V-B non-sprinkler building type construction. Supplier makes no further representation as to the Building's compliance with any other federal, state, and/or local building codes, zoning ordinances, or other types of regulations or use codes. Supplier shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Building, the Work or any other factor. EXCEPT FOR THE WARRANTY SPECIFICALLY PROVIDED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
7. To the extent arising from Supplier's negligence, Supplier's willful misconduct, or latent defects in the Equipment, Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default; however, upon termination for reasons other than just cause, the City shall be responsible for the payment to Supplier of: a) the costs incurred by Supplier for labor, materials, and work executed or in progress; b) disposable and/or storage related charges attributable to early termination; and c) reasonable overhead and profit. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's material breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when specified or if the delivery materially deviates from the specifications provided with the Williams Scotsman Proposal dated 03/06/2020. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control; Supplier shall not be responsible for any delays beyond its control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. *Intentionally omitted.*
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder. Notwithstanding the foregoing, Supplier's obligations of confidentiality shall apply only to materials which are marked or otherwise designated in writing to Supplier as confidential and shall expire after 3 years from the earlier date of termination of the agreement between the parties, or the issuance of any certification or acknowledgement of final completion.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

Defective items which materially deviate from the specifications provided within the Williams Scotsman Proposal dated 03/06/2020 shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.

7. To the extent arising from Supplier's negligence, Supplier's willful misconduct, or latent defects in the Equipment, Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.

18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Seller makes no representations as to the Equipment's compliance with any federal, state, or local building codes, zoning ordinances, or other types of regulations or use codes, unless specifically included within Williams Scotsman's Proposal. Supplier shall obtain/pay for the local transportation permits only. City is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees, unless specifically included within the Williams Scotsman Proposal. 22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.

23. *Intentionally omitted.*

24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN
SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF
CITY:

25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Upon the earlier of (1) acceptance of the Equipment by City, or (2) occupancy of the Equipment, risk of loss for the Equipment shall pass to City on a per building basis, and the City thereafter shall be responsible for loss or damage to the Equipment from all causes, excluding loss or damage resulting from defective work or the negligent acts or omissions of Supplier. Prior to risk of loss transferring to City as described herein, Supplier shall bear the risk of loss, and shall, in case of any accident, destruction or injury to the Equipment repair or replace the Equipment so injured, damaged or destroyed, at Supplier's own expense and to the reasonable satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain, at its expense, until completion of performance and acceptance by the City, the following insurance coverage from an insurer with a current financial responsibility rating of A- or better and a current financial size category of A: V (admitted) or A-VII (non-admitted) or better as reported by A.M. Best Company or equivalent, unless waived in writing by Risk Management. Any insurance provided by Supplier that requires the City to tender a suit or claim to their own insurers or to make their own insurance available is not permitted.
- a. **COMPREHENSIVE GENERAL LIABILITY:** minimum insurance coverage required is \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate. The City of Long Beach, its Boards, Commissions, employees and agents shall be endorsed onto the Supplier's policy as additional insureds.
- b. **AUTOMOBILE LIABILITY:** minimum insurance coverage required is \$500,000 combined single limit for bodily injury and property damage covering owned, non-owned and hired vehicles. The City of Long Beach, its Boards, Commissions, employees and agents shall be endorsed onto the Supplier's policy as additional insureds.
- c. **WORKERS COMPENSATION:** As required by the California Labor Code, coverage to include employers liability with a minimum limit of \$1,000,000 per occurrence. Self-insurance must be approved by the City. Supplier shall require that its subcontractors comply with its internal subcontractor insurance requirements, based on the scope of work to be performed. Each policy shall be endorsed to state that coverage shall not be cancelled or reduced in limit or scope except after 30 days (10 days for non-payment of premium) prior written notice to the Supplier, who can forward insurer notices of cancellation to the City for policies required herein. All coverage shall be primary and non-contributory with respect to the City. Supplier shall furnish to the City before performance Certificates of Insurance and original endorsements with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. In the event of a related insurance claim, the City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, the City may terminate this Purchase Order.
28. *Intentionally omitted.*

29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code and Section 1770 et seq of the California Labor Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.
30. By accepting this purchase order, you are acknowledging that it was created in accordance with city purchasing ordinance and state law.

This information is also available at
www.longbeach.gov/purchasing

PO-
GeneralConditionsRevised02061
9

Quality Fence Co., Inc.

(Contractors License #382736)

14929 Garfield Avenue, Paramount, CA 90723, (323) 585-8585, Fax (562) 869-7804

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the Registrar of the Board whose address is: Contractor's State License Board, 1020 N Street, Sacramento, CA 95814

Date: 3/24/20

Proposal written by: Alfredo Reyes

ATLANTIC BRIDGE COMMUNITY TEMPORARY FACILITY PERRIMETER FENCE

Job Address: 6841-6845 Atlantic Ave
City, State & Zip: Long Beach, CA 90805

Attn: Timothy Shaw

Company: Griffin Structures

Address:

City, State & Zip:

Phone: Cell-760 908 7635 Fax

Email: tshaw@griffinstructures.com

As per terms and conditions set forth, we, Quality Fence Co., Inc. propose to furnish and install fences as per diagram plans and materials listed hereon. All work to be completed in a workmanlike manner.

Labor and material to remove approx. 750'x10' of existing chain link fence, haul away for proper disposal.

To install 750'x6' of new 9ga, 2" diamond chain link fence with top and bottom rail, per plans provided.

To use for Terminal and Gate Posts, 2 7/8" SS40, Line Posts 2 3/8" SS40, Top and Bottom Rails 1 5/8" SS40.

Gate frame to be 1 5/8" SS40, to use heavy duty industrial hinges.

Concrete footings 12"x36"

Fence to have 1 set of double drive swing gates per plan location.

To modify existing 10' high swing gate and to install (1) 4'x7' Pedestrian gate per plan detail.

To cut into 10' high iron fence and modify slide gate to install (1) 4'x7' wrought iron pedestrian gate per plan detail.

Pedestrian gates to have panic push bar hardware, kick plate, Mammoth 180 hydraulic closer per plan details.

Pedestrian gates to have 24"x7"x 1/8" thick perforated metal plates on latch side.

Gates to have Von Duprin 99 Series panic bar hardware, pull handle with construction cylinder to open from outside.

Note: This project is a prevailing wage and has been factored into the proposal amount.

TOTAL: \$59,997.00

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature _____ **Date:** _____

AGREEMENT

This is a contract between two parties and will be effective when accepted. Buyer agrees to clear and establish grade and fence lines before construction. Buyer to assume full responsibility for any and all underground pipes, wires and/or utilities of any type. In the event the fence is not paid for within 60 days, seller has the title right to remove said fence and return to company. In the event of cancellation, buyer agrees to forfeit ten percent of contract price to cover preparations made by Quality Fence Co., Inc. Merchandise listed hereon shall remain the property of the seller until paid for by cash at which time, title will pass to purchaser. If the account is assigned to an attorney or collection agency for collection, then the buyer agrees to pay reasonable attorney fees, court costs and other collection costs. In the event the buyer authorizes extra work other than stated herein, he shall pay on the basis of labor and materials upon presentation of itemized statement. 1.5% interest due each month on unpaid balances after 30 days.

Purchaser and users of the product known as Ultra Barrier and Razor Ribbon shall indemnify and hold Quality Fence Co., Inc. harmless from all losses and costs of defense arising from or after use of these products. This proposal and its prices are void after 5 days.

Job Order Contract:

Job Order #: 30J0044.00

Title: Year-Round ABC Shelter

JOC Contractor: Exbon Development Inc.

JOC Job Order Package

Detailed Scope of Work

Job Order Contract

Date: March 20, 2020

Basic Project Information

Re: Work Order #: 30J0044.00
Year-Round ABC Shelter
Project Number: 30J0044.00
Location #: 6847 Atlantic Ave.
6847 Atlantic Ave.
Long Beach, CA 90805

☐ Preliminary


☐ Proposed

☒ Final

03/12/2020

Detailed Scope of Work

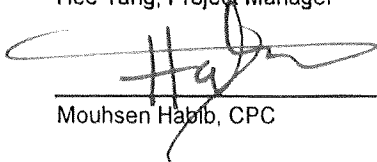
JOC #30J0044.00 - Year-Round ABC Shelter Detailed Scope: Refer to attached scope document. Raceway only for Low Voltage and Fire Alarm Underground utilities and stub-up Building & Laundry Interior / Exterior remodel including mechanical / plumbing / electrical Building Concrete Ramp Electrical underground work including transformer -Exclusion Any HAZMAT abatement, New floor will be installed on top of existing floor Any items not shown on the plan Appliance Solar Light Poles Fire Alarm or Life Safety System Any trailer inside and connection work Any low-voltage work (i.e. security camera / fire alarm / data / phone / etc) Site work including compaction, grading, concrete, asphalt, fencing, striping, etc. Sitework is limited to underground utility only Refrigerators, Set of lockers, Steam Table, Water Bottle Station, Television and Trash Cans Exterior Painting other than touch-up
Please reference the Request for Proposal for additional information regarding this work order.



3/20/2020

Hee Yang, Project Manager

Date



3-20-20

Mouhsen Habib, CPC

Date

CITY OF LONGBEACH



Job Order Contract Notice to Proceed

Date:

To: Hee Yang
Exbon Development Inc.
13831 Newhope St.
Garden Grove, CA 92843

Re: Work Order #: 30J0044.00
Year-Round ABC Shelter

Location: 6847 Atlantic Ave.
6847 Atlantic Ave.
Long Beach, CA 90805

Work Order Fixed Price: \$449,896.73

The Project Manager's signature below, authorizes Exbon Development, Inc, to start construction on the Start Date noted below.

NTP Approval Date:

Construction Start Date: 04/01/2020

The Contractor shall not commence or perform work requiring shop drawings and submittals without first obtaining approval of those shop drawings and submittals, unless the Contractor Project Manager instructs otherwise in writing. All work shall be done in accordance with the Contract, the Final Scope of Work, the attached detailed construction schedule, and all approved submittals and drawings pertaining to the Project.

Mouhsen Habib, CPC

3-20-20

Date

Project Management Officer

3-20-20

Date

Project Management Bureau Manager

3/20/20

Date

The following shall apply:

Work Duration: 90 Days

Substantial Completion Date: 06/30/2020

Liquidated damages, in the amount of \$500.00 per day, as specified in General Provision Article 45, Failure to Complete Work on Time, shall apply for every day that the Contractor fails to meet the substantial completion date set forth in this NTP.

Completion Date (close-out deliverables
submitted as detailed in GENERAL
PROVISIONS): 07/30/2020



INVOICE

To: Mouhsen Habib
City of Long Beach - Public Works
Project Management Bureau
411 W. Ocean Blvd., 5th Floor
Long Beach, CA 90802

Invoice Date: March 20, 2020
Invoice Number: 30J0044.00
TGG Project Number: 4750
Facility:
TGG Contract #: 28336
Blanket PO#: BPPW10000046

Job Order Contract
The Gordian Group Invoice

Work Order Number:	Project Title	Work Order Amount	Inv %	Invoice Amount
30J0044.00	Year-Round ABC Shelter	\$449,896.73	1.74%	\$7,828.20

AMOUNT DUE THIS INVOICE: \$7,828.20

ACH/Wire: Financial institution: SunTrust Bank
Account name: The Gordian Group, Inc.
ABA: 061000104
Account number: 1000196023906
Swift Code: SNTRUS3A

Lockbox: The Gordian Group, Inc.
P.O. Box 301013
Los Angeles, CA 90030-1013

Please provide remittance details to ar@gordian.com if the information cannot be encoded/included in the payment.

Job Order Contract BPO Release

Date: 3/20/2020

Contractor: Exbon Development, Inc
13831 Newhope St
Garden Grove, CA 92843

Blanket Purchase Order:

Contract #: 34571

Tax ID #:

JOC #: Work Order #: 30J0044.00

Title: Year-Round ABC Shelter

Location:

Brief Scope: JOC #30J0044.00 - Year-Round ABC Shelter Brief Scope: Project entails the rehabilitation of an existing residential Building and Storage Area on the site to an administrative Building and Laundry Facility as well as the extension of utilities from PO to the required facilities. The Contractor will be coordinating his scope with other contractors who are responsible for separate tasks and share same space on site.

Project Funding Sources:

Index Code:	Sub Object Code:	Project:	Project Detail:	Grant/Detail	PO Authorization
No Data Input					\$449,896.73
Total					\$449,896.73

Date Proposal Requested:

Date Proposal Received:

Department Approvals:

City Project Manager

Project Management Officer

Handwritten signatures and date 3.20.20

Job Order Contract

Contractor's Price Proposal CSI - Summary

Date: March 20, 2020
Job Order #: 30J0044.00
Job Order Title: Year-Round ABC Shelter
Contractor: Exbon Development, Inc - 34571
Proposal Value: \$449,896.73
Proposal Name: Year-Round ABC Shelter
To: From:

01 - General Requirements:	\$87,459.23
02 - Existing Conditions:	\$20,042.23
03 - Concrete:	\$27,115.93
05 - Metals:	\$323.51
06 - Wood, Plastic, and Composites:	\$8,273.16
07 - Thermal And Moisture Protection:	\$1,025.44
08 - Openings:	\$6,403.53
09 - Finishes:	\$31,073.09
10 - Specialties:	\$639.34
11 - Equipment:	\$405.50
12 - Furnishings:	\$4,862.86
22 - Plumbing:	\$118,692.47
23 - Heating, Ventilating, And Air-Conditioning (HVAC	\$7,731.65
26 - Electrical:	\$123,005.44
31 - Earthwork:	\$6,887.63
33 - Utilities:	\$5,955.72
Proposal Total	\$449,896.73

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal:



Hee Yang, Project Manager

3/20/2020

Date

Job Order Contract

Contractor's Price Proposal CSI - Detail

Date: March 20, 2020
 Job Order #: 30J0044.00
 Job Order Title: Year-Round ABC Shelter
 Contractor: Exbon Development, Inc - 34571
 Proposal Value: \$449,896.73
 Proposal Name: Year-Round ABC Shelter

Rec#	CSI Number	Mod.	UOM	Description	Line Total					
01 - General Requirements										
1	01 22 20 00-0046		HR	Senior Surveyor (Party Chief)	\$952.31					
				Quantity	Unit Price	Factor	Total			
			Installation	8.00	x	\$102.62	x	1.1600	=	\$952.31
			Survey location of each trailer locations and existing utilities to tie-up.							
2	01 22 20 00-0047		HR	Surveyor (Instrument person)	\$917.79					
				Quantity	Unit Price	Factor	Total			
			Installation	8.00	x	\$98.90	x	1.1600	=	\$917.79
			Survey location of each trailer locations and existing utilities to tie-up.							
3	01 22 20 00-0048		HR	Surveyor (Rod person)	\$909.72					
				Quantity	Unit Price	Factor	Total			
			Installation	8.00	x	\$98.03	x	1.1600	=	\$909.72
			Survey location of each trailer locations and existing utilities to tie-up.							
4	01 22 20 00-0063		HR	Flagperson For Traffic Control	\$691.36					
				Quantity	Unit Price	Factor	Total			
			Installation	8.00	x	\$74.50	x	1.1600	=	\$691.36
			Traffic control for haul off and concrete pump 1 guy for 2 days							
5	01 22 23 00-0223		EA	Mobilization of Steel Roadway PlatesMobilization for each site location.	\$4,487.81					
				Quantity	Unit Price	Factor	Total			
			Installation	10.00	x	\$386.88	x	1.1600	=	\$4,487.81
			Cover all trenching day by day for safety purpose							
6	01 22 23 00-0282		WK	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	\$35,400.72					
				Quantity	Unit Price	Factor	Total			
			Installation	6.00	x	\$5,086.31	x	1.1600	=	\$35,400.72
			For concrete demo, soil handling, etc. Non continuous operation							
7	01 22 23 00-0282	0035	WK	For Equipment Without Operator, Deduct	-\$12,478.69					
				Quantity	Unit Price	Factor	Total			
			Installation	3.00	x	\$-3,585.83	x	1.1600	=	\$-12,478.69
8	01 22 23 00-0442		WK	1-3/4 CY, 30" Bucket, 18'-0" Deep, 112 HP, Loader-Backhoe With Full-Time Operator	\$38,097.23					
				Quantity	Unit Price	Factor	Total			
			Installation	6.00	x	\$5,473.74	x	1.1600	=	\$38,097.23
			Trench and backfill. Non continuous operation							
9	01 22 23 00-0442	0035	WK	For Equipment Without Operator, Deduct	-\$12,538.75					
				Quantity	Unit Price	Factor	Total			
			Installation	3.00	x	\$-3,603.09	x	1.1600	=	\$-12,538.75

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
10	01 22 23 00-0467		WK	Up To 12' Rails, 2 Cylinders, Aluminum Hydraulic ShoringUp to 88" spread width	\$2,729.36
				Quantity Unit Price Factor Total	
			Installation	30.00 x \$78.43 x 1.1600 =	\$2,729.36
				10EA X 3 weeks for safety purpose	
11	01 22 23 00-0494		WK	4' x 6' Trench Box With Up To 48" Spreaders	\$553.35
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$159.01 x 1.1600 =	\$553.35
				Trench box at all utility tie in	
12	01 22 23 00-0664		MO	20 KW, 60 Hertz Towable Diesel Powered Generator SelfFuel consumption: 100% load - 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour.	\$2,899.72
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$1,249.88 x 1.1600 =	\$2,899.72
				Site has no power	
13	01 22 23 00-0725		EA	Up To 300 KW Generator Set Delivery, Set-Up, Testing And Pick-up	\$882.15
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$760.47 x 1.1600 =	\$882.15
				Site has no power	
14	01 22 23 00-0989		WK	8,000 LB Straight Mast, Industrial Warehouse Forklift With Full-Time Operator	\$15,086.95
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$4,335.33 x 1.1600 =	\$15,086.95
				Material handling for transformer, HVAC units, etc.	
15	01 22 23 00-0989	0022	WK	For Equipment Without Operator, Deduct	-\$8,319.13
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$-3,585.83 x 1.1600 =	-\$8,319.13
16	01 22 23 00-1335		WK	13 CY Rear Dump Truck With Full-Time Truck Driver	\$13,062.67
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$5,630.46 x 1.1600 =	\$13,062.67
				All excessive soil export from trenching	
17	01 22 23 00-1335	0027	WK	For Equipment Without Operator, Deduct	-\$3,324.94
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$-2,866.33 x 1.1600 =	-\$3,324.94
18	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$2,620.93
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$753.14 x 1.1600 =	\$2,620.93
				Back-hoe / Skid Loader / Forklift	
19	01 74 13 00-0002		CSF	Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent	\$434.30
				Quantity Unit Price Factor Total	
			Installation	20.00 x \$18.72 x 1.1600 =	\$434.30
				Clean all windows	
20	01 74 13 00-0003		CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed	\$508.54
				Quantity Unit Price Factor Total	
			Installation	20.00 x \$21.92 x 1.1600 =	\$508.54
				Collect excessive dirt into the dump trucks	

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
01 - General Requirements							
21	01 74 19 00-0016	EA	40 CY	Dumpster "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,331.50		
			Quantity	Unit Price	Factor	Total	
	Installation	3.00	x	\$669.97	x	1.1600 =	\$2,331.50
	For laundry and office demo work						
22	01 74 19 00-0017	EA	10 CY	Low-Boy Dumpster "Concrete Or Asphalt Only" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.	\$1,554.33		
			Quantity	Unit Price	Factor	Total	
	Installation	2.00	x	\$669.97	x	1.1600 =	\$1,554.33
	For concrete haul off after breaking						
Subtotal for 01 - General Requirements:					\$87,459.23		
02 - Existing Conditions							
23	02 41 16 13-0003	GSF	Up To 2,000 SF	Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck	\$17,998.10		
			Quantity	Unit Price	Factor	Total	
	Installation	1,580.00	x	\$9.82	x	1.1600 =	\$17,998.10
	Interior demo for Laundry and office building						
24	02 41 19 13-0071	EA	Saw Cut Minimum Charge	For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$922.93		
			Quantity	Unit Price	Factor	Total	
	Installation	1.00	x	\$795.63	x	1.1600 =	\$922.93
	Sawcut concrete slab for underground utilities						
25	02 41 19 13-0333	EA	Core Drill Minimum Charge	For projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".	\$748.63		
			Quantity	Unit Price	Factor	Total	
	Installation	1.00	x	\$645.37	x	1.1600 =	\$748.63
	To connect new concrete ramp to existing concrete landing						
26	02 41 19 13-0380	EA	Cutouts Minimum Charge		\$372.57		
			Quantity	Unit Price	Factor	Total	
	Installation	1.00	x	\$321.18	x	1.1600 =	\$372.57
	Cut out for new MEP openings for laundry and office						
Subtotal for 02 - Existing Conditions:					\$20,042.23		
03 - Concrete							
27	03 11 23 00-0002	SF	Cast On Grade Stairway Wood Formwork		\$8,140.42		
			Quantity	Unit Price	Factor	Total	
	Installation	480.00	x	\$14.62	x	1.1600 =	\$8,140.42
	Forming for new concrete ramp						
28	03 21 11 00-0120	LF	#4, Grade 40, Slab On Grade, Steel Reinforcement Bar		\$432.54		
			Quantity	Unit Price	Factor	Total	
	Installation	472.00	x	\$0.79	x	1.1600 =	\$432.54
	For new concrete ramp						
29	03 31 13 00-0044	CY	Concrete Pump, Place 3,000 PSI On Grade Concrete Stairs	Excludes pumping equipment.	\$3,228.40		
			Quantity	Unit Price	Factor	Total	
	Installation	10.00	x	\$278.31	x	1.1600 =	\$3,228.40
	Concrete stair at new office entrance						

Rec#	CSI Number	Mod.	UOM	Description	Line Total
03 - Concrete					
30	03 31 13 00-0044	0037	CY	For Up To 20, Add	\$602.74
			Installation	Quantity 10.00 x Unit Price \$51.96 x Factor 1.1600 = Total \$602.74	
31	03 31 13 00-0044		CY	Concrete Pump, Place 3,000 PSI On Grade Concrete StairsExcludes pumping equipment.	\$6,456.79
			Installation	Quantity 20.00 x Unit Price \$278.31 x Factor 1.1600 = Total \$6,456.79	
				Concrete pouring for new concrete ramp	
32	03 31 13 00-0044	0037	CY	For Up To 20, Add	\$1,205.47
			Installation	Quantity 20.00 x Unit Price \$51.96 x Factor 1.1600 = Total \$1,205.47	
33	03 31 13 00-0095		SF	8" Equipment Pad With Rebar	\$4,310.85
			Installation	Quantity 125.00 x Unit Price \$29.73 x Factor 1.1600 = Total \$4,310.85	
				Pad for transformer 5EA	
34	03 35 13 00-0004		SF	Broom, Concrete Floor Finish	\$303.46
			Installation	Quantity 240.00 x Unit Price \$1.09 x Factor 1.1600 = Total \$303.46	
				Concrete finish for new concrete ramp	
35	03 35 13 00-0004	0048	SF	For >100 To 250, Add	\$153.12
			Installation	Quantity 240.00 x Unit Price \$0.55 x Factor 1.1600 = Total \$153.12	
36	03 37 16 00-0010		HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses	\$2,282.14
			Installation	Quantity 16.00 x Unit Price \$122.96 x Factor 1.1600 = Total \$2,282.14	
				Concrete pump use	
Subtotal for 03 - Concrete:					\$27,115.93
05 - Metals					
37	05 05 19 00-0187		EA	3/4" Chemical Adhesive For Bolt, Dowel Or Threaded Rod	\$338.40
			Installation	Quantity 12.00 x Unit Price \$24.31 x Factor 1.1600 = Total \$338.40	
				Epoxy doweling to tie new ramp to existing concrete	
38	05 05 19 00-0187	0186	EA	For >10 To 50, Deduct	-\$14.89
			Installation	Quantity 12.00 x Unit Price \$-1.07 x Factor 1.1600 = Total \$-14.89	
Subtotal for 05 - Metals:					\$323.51
06 - Wood, Plastic, and Composites					
39	06 05 23 00-0009		EA	8-5/8" High x 2-1/2" Wide x 2-1/4" Deep, 12 Gauge, Hold Downs, (Simpson Strong Tie® HD3B)	\$754.39
			Installation	Quantity 18.00 x Unit Price \$36.13 x Factor 1.1600 = Total \$754.39	
				Hold down for new partition wall	
40	06 05 23 00-0009	0122	EA	For >10 To 50, Deduct	-\$27.77
			Installation	Quantity 18.00 x Unit Price \$-1.33 x Factor 1.1600 = Total \$-27.77	

Rec#	CSI Number	Mod.	UOM	Description	Line Total
06 - Wood, Plastic, and Composites					
41	06 05 23 00-0211		EA	1-1/4" Wide x 24" Long, 18 Gauge, Strap Tie (Simpson Strong Tie® MST-A24)	\$98.60
				Quantity	Unit Price
			Installation	20.00 x \$4.25 x 1.1600 =	Total \$98.60
				Strap to tie new partition wall to existing structure	
42	06 05 23 00-0211	0140	EA	For >10 To 50, Deduct	-\$1.39
				Quantity	Unit Price
			Installation	20.00 x \$0.06 x 1.1600 =	Total \$-1.39
43	06 05 23 00-0242		EA	6" High With 3-1/4" Wide Tabs For 3X Stud, 16 Gauge, Stud Shoe (Simpson Strong Tie® SS2.5)	\$297.05
				Quantity	Unit Price
			Installation	24.00 x \$10.67 x 1.1600 =	Total \$297.05
				hardware to secure new partition wall to ceiling structure	
44	06 05 23 00-0242	0140	EA	For >10 To 50, Deduct	-\$1.67
				Quantity	Unit Price
			Installation	24.00 x \$0.06 x 1.1600 =	Total \$-1.67
45	06 11 16 00-0049		LF	2" x 4" Wood Stud Framing, For Partition Walls	\$492.21
				Quantity	Unit Price
			Installation	312.00 x \$1.36 x 1.1600 =	Total \$492.21
				wood studs	
46	06 11 16 00-0052		LF	2" x 4" Pressure Treated Wood Stud Framing, For Partition Walls	\$277.70
				Quantity	Unit Price
			Installation	140.00 x \$1.71 x 1.1600 =	Total \$277.70
				Bottom and restroom framing	
47	06 11 16 00-0157		LF	2" x 4" Wood Blocking To Wood	\$367.02
				Quantity	Unit Price
			Installation	70.00 x \$4.52 x 1.1600 =	Total \$367.02
				Wood blocking for all new MEP fixtures	
48	06 11 16 00-0161		LF	4" x 6" Wood Blocking To Wood	\$1,042.33
				Quantity	Unit Price
			Installation	128.00 x \$7.02 x 1.1600 =	Total \$1,042.33
				Wood blocking for all new MEP fixtures	
49	06 41 13 00-0015		LF	Up To 15" Width, 34-1/2" High x 24" Deep Built In Place Base Cabinet Prefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.	\$3,973.84
				Quantity	Unit Price
			Installation	12.00 x \$244.93 x 1.1600 =	Total \$3,409.43
			Demolition	8.00 x \$60.82 x 1.1600 =	\$564.41
				Base and wall cabinets	
50	06 42 19 00-0002		SF	1/16" Plastic Laminate Faced Panel Includes cutting to fit.	\$1,000.85
				Quantity	Unit Price
			Installation	120.00 x \$7.19 x 1.1600 =	Total \$1,000.85
				Laminate finishes per plan	
Subtotal for 06 - Wood, Plastic, and Composites:					\$8,273.16
07 - Thermal And Moisture Protection					
51	07 21 16 00-0003		SF	3-1/2" Thick, Kraft Faced, R-11 Fiberglass Flexible Insulation	\$1,025.44
				Quantity	Unit Price
			Installation	850.00 x \$1.04 x 1.1600 =	Total \$1,025.44
				In-wall insulation	
Subtotal for 07 - Thermal And Moisture Protection:					\$1,025.44

Rec#	CSI Number	Mod.	UOM	Description	Line Total
08 - Openings					
52	08 12 13 13-0010		EA	3'-6" x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	\$2,703.96
				Quantity	Unit Price
			Installation	6.00 x	\$388.50 x
				Factor	Total
				1.1600 =	\$2,703.96
			New door frames		
53	08 14 16 00-0016		EA	3'-0" x 7' x 1-3/8" Thick, 5 Ply, Hollow Core (HC), Birch Faced Wood Door	\$1,611.80
				Quantity	Unit Price
			Installation	6.00 x	\$231.58 x
				Factor	Total
				1.1600 =	\$1,611.80
			New wood doors		
54	08 71 11 00-0006		PR	4-1/2" x 4-1/2" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge	\$559.31
				Quantity	Unit Price
			Installation	6.00 x	\$80.36 x
				Factor	Total
				1.1600 =	\$559.31
			Hinges for new doors		
55	08 71 11 00-2281		EA	Entrance/Office F04 Mortise Lockset Locked with key outside and thumb knob inside.	\$1,528.46
				Quantity	Unit Price
			Installation	2.00 x	\$658.82 x
				Factor	Total
				1.1600 =	\$1,528.46
			Lockset for new doors		
Subtotal for 08 - Openings:					\$6,403.53
09 - Finishes					
56	09 01 20 91-0002		SF	Up To 2 SF, Cut And Patch Hole In Gypsum Board To Match Existing Per location.	\$1,108.03
				Quantity	Unit Price
			Installation	60.00 x	\$15.92 x
				Factor	Total
				1.1600 =	\$1,108.03
			Patching multiple areas to patch for all new MEP and existing damages		
57	09 01 20 91-0003		SF	>2 To 4 SF, Cut And Patch Hole In Gypsum Board To Match Existing Per location.	\$1,341.54
				Quantity	Unit Price
			Installation	90.00 x	\$12.85 x
				Factor	Total
				1.1600 =	\$1,341.54
			Patching multiple areas to patch for all new MEP and existing damages		
58	09 01 20 91-0004		SF	>4 To 8 SF, Cut And Patch Hole In Gypsum Board To Match Existing Per location.	\$1,444.48
				Quantity	Unit Price
			Installation	108.00 x	\$11.53 x
				Factor	Total
				1.1600 =	\$1,444.48
59	09 29 10 00-0013		SF	5/8" Type X Fire Rated Gypsum Board	\$2,746.30
				Quantity	Unit Price
			Installation	1,420.00 x	\$1.52 x
			Demolition	410.00 x	\$0.51 x
				Factor	Total
				1.1600 =	\$2,503.74
			new drywall for new partition wall		
60	09 65 13 13-0011		LF	4-1/2" High, 3/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	\$2,005.64
				Quantity	Unit Price
			Installation	350.00 x	\$4.94 x
				Factor	Total
				1.1600 =	\$2,005.64
			rubber base through out		
61	09 65 13 13-0011	0388	LF	For >240 To 960, Deduct	-\$166.46
				Quantity	Unit Price
			Installation	350.00 x	\$-0.41 x
				Factor	Total
				1.1600 =	-\$166.46
62	09 65 19 23-0007		SF	2.5mm Thick, Luxury Vinyl Tile (LVT) (Mannington Amtico)	\$14,958.90
				Quantity	Unit Price
			Installation	1,550.00 x	\$8.30 x
			Demolition	30.00 x	\$1.02 x
				Factor	Total
				1.1600 =	\$14,923.40
			new LVT flooring per plan		
					\$35.50

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
09 - Finishes							
63	09 65 19 23-0007	0145	SF	For >1,000 To 3,000, Deduct	-\$305.66		
				Quantity	Unit Price	Factor	Total
			Installation	1,550.00 x	\$-0.17 x	1.1600 =	\$-305.66
64	09 91 23 00-0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work	\$1,848.75		
				Quantity	Unit Price	Factor	Total
			Installation	3,125.00 x	\$0.51 x	1.1600 =	\$1,848.75
				repaint interior drywall			
65	09 91 23 00-0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work	\$3,733.75		
				Quantity	Unit Price	Factor	Total
			Installation	3,125.00 x	\$1.03 x	1.1600 =	\$3,733.75
				repaint interior drywall			
66	09 91 43 00-0033		SF	Prepare New Wood Floor For Finish, Multi Grit Sanding/Screening	\$2,034.41		
				Quantity	Unit Price	Factor	Total
			Installation	1,580.00 x	\$1.11 x	1.1600 =	\$2,034.41
				sanding existing floor to receive new LVT flooring			
67	09 91 43 00-0039		SF	Sanding Wood Trim	\$323.41		
				Quantity	Unit Price	Factor	Total
			Installation	340.00 x	\$0.82 x	1.1600 =	\$323.41
				Sanding existing wood surface to repaint			
Subtotal for 09 - Finishes:					\$31,073.09		
10 - Specialties							
68	10 28 13 13-0057		EA	40 Fluid Ounce, Concealed Surface Mounted, Translucent Soap Dispenser (Bobrick B-40)	\$77.23		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$66.58 x	1.1600 =	\$77.23
				New soap dispenser			
69	10 28 13 13-0130		EA	48" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x48)	\$391.43		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$84.36 x	1.1600 =	\$391.43
				new grab bars at new restroom			
70	10 28 13 13-0314		EA	24" x 48", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2448)	\$170.68		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$147.14 x	1.1600 =	\$170.68
				New mirror at new restroom			
Subtotal for 10 - Specialties:					\$639.34		
11 - Equipment							
71	11 30 13 13-0087		EA	1 HP Insulated Garbage Disposal (GE GFC1020V)	\$405.50		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$349.57 x	1.1600 =	\$405.50
				new garbage disposal at new sink			
Subtotal for 11 - Equipment:					\$405.50		
12 - Furnishings							
72	12 21 16 33-0003		SF	3-1/2" Slats, Vinyl Vertical Louver Blinds	\$1,380.86		
				Quantity	Unit Price	Factor	Total
			Installation	120.00 x	\$9.92 x	1.1600 =	\$1,380.86
				mini blinds at windows			

Rec#	CSI Number	Mod.	UOM	Description	Line Total
12 - Furnishings					
73	12 36 23 13-0005		EA	Cutout For Sink And/Or Faucet In Plastic Laminate Countertop	\$165.56
				Quantity	Unit Price
			Installation	2.00 x	\$71.36 x
				Factor	1.1600 =
				Total	\$165.56
				Cutout at countertop for new sinks	
74	12 36 61 19-0005		SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash	\$3,316.44
				Quantity	Unit Price
			Installation	30.00 x	\$95.30 x
				Factor	1.1600 =
				Total	\$3,316.44
				Countertop for new cabinet work	
Subtotal for 12 - Furnishings:					\$4,862.86
22 - Plumbing					
75	22 05 76 00-0003		EA	2" Floor Cleanout, Round Or Square Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover	\$6,092.55
				Quantity	Unit Price
			Installation	10.00 x	\$525.22 x
				Factor	1.1600 =
				Total	\$6,092.55
				Plug pipe for future connection	
76	22 11 16 00-0878		LF	3/4" Inside Diameter Copper Pipe/Tubing Type L Assembly Includes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available	\$4,148.86
				Quantity	Unit Price
			Installation	180.00 x	\$19.87 x
				Factor	1.1600 =
				Total	\$4,148.86
				new waterline for new restroom and sinks	
77	22 11 16 00-0878	0006	LF	For Work In Restricted Working Space, Add	\$1,004.33
				Quantity	Unit Price
			Installation	180.00 x	\$4.81 x
				Factor	1.1600 =
				Total	\$1,004.33
78	22 11 16 00-0882		LF	2" Inside Diameter Copper Pipe/Tubing Type L Assembly Includes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$31,180.34
				Quantity	Unit Price
			Installation	820.00 x	\$32.78 x
				Factor	1.1600 =
				Total	\$31,180.34
				Install 2" water line	
79	22 11 16 00-0882	0006	LF	For Work In Restricted Working Space, Add	\$6,116.22
				Quantity	Unit Price
			Installation	820.00 x	\$6.43 x
				Factor	1.1600 =
				Total	\$6,116.22
80	22 11 19 00-0219		EA	1/2" Inlets, 1/2" Outlet Sink/Faucet Point-Of-Use Thermostatic Mixing Valve (Bradley S59-2007)	\$1,527.63
				Quantity	Unit Price
			Installation	4.00 x	\$329.23 x
				Factor	1.1600 =
				Total	\$1,527.63
				mixing valve for new sinks / lavatory	
81	22 13 13 00-0012		EA	Wall Mounted Service Sink, Single Fixture Rough-In, Cast Iron Waste And Vent Pipe Includes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet	\$2,577.81
				Quantity	Unit Price
			Installation	3.00 x	\$740.75 x
				Factor	1.1600 =
				Total	\$2,577.81
				rough-in for new sinks and lavatory	
82	22 13 13 00-0031		EA	Wall Mounted Water Closet, Gang Fixture Rough-In, Cast Iron Waste And Vent Pipe Includes cast iron waste pipe and vent and copper domestic supply. Excludes fixture, carrier and flush valve	\$807.38
				Quantity	Unit Price
			Installation	1.00 x	\$696.02 x
				Factor	1.1600 =
				Total	\$807.38
				Water closet in new restroom	

Rec#	CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing					
83	22 13 16 00-0506		LF	1-1/2" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$16,550.88
				Quantity Unit Price Factor Total	
	Installation	820.00	x	\$17.40 x 1.1600 =	\$16,550.88
	2 spares to each location per site discussion - Communication / electrical				
84	22 13 16 00-0506	0150	LF	For Work In Restricted Working Space, Add	\$3,814.31
				Quantity Unit Price Factor Total	
	Installation	820.00	x	\$4.01 x 1.1600 =	\$3,814.31
85	22 13 16 00-0508		LF	3" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$4,240.26
				Quantity Unit Price Factor Total	
	Installation	140.00	x	\$26.11 x 1.1600 =	\$4,240.26
	Sanitary pipe				
86	22 13 16 00-0508	0150	LF	For Work In Restricted Working Space, Add	\$899.70
				Quantity Unit Price Factor Total	
	Installation	140.00	x	\$5.54 x 1.1600 =	\$899.70
87	22 13 16 00-0509		LF	4" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$11,487.83
				Quantity Unit Price Factor Total	
	Installation	330.00	x	\$30.01 x 1.1600 =	\$11,487.83
	Sanitary pipe				
88	22 13 16 00-0509	0150	LF	For Work In Restricted Working Space, Add	\$2,315.94
				Quantity Unit Price Factor Total	
	Installation	330.00	x	\$6.05 x 1.1600 =	\$2,315.94
89	22 13 16 00-0510		LF	6" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$9,139.99
				Quantity Unit Price Factor Total	
	Installation	190.00	x	\$41.47 x 1.1600 =	\$9,139.99
	Stormwater per plan				
90	22 13 16 00-0510	0150	LF	For Work In Restricted Working Space, Add	\$1,708.10
				Quantity Unit Price Factor Total	
	Installation	190.00	x	\$7.75 x 1.1600 =	\$1,708.10
91	22 13 16 00-0511		LF	8" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$7,100.59
				Quantity Unit Price Factor Total	
	Installation	120.00	x	\$51.01 x 1.1600 =	\$7,100.59
	Stormwater per plan				
92	22 13 16 00-0511	0150	LF	For Work In Restricted Working Space, Add	\$1,236.10
				Quantity Unit Price Factor Total	
	Installation	120.00	x	\$8.83 x 1.1600 =	\$1,236.10
93	22 13 16 00-0707		LF	2" Schedule 40 Acrylonitrile Butadiene Styrene (ABS) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$1,808.67
				Quantity Unit Price Factor Total	
	Installation	80.00	x	\$19.49 x 1.1600 =	\$1,808.67
	For new restroom/sinks sewer/vent				

Rec#	CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing					
94	22 42 13 13-0020		EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (Sloan ST-2459)	\$835.36
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$613.52 x 1.1600 =	\$711.68
			Demolition	1.00 x \$106.62 x 1.1600 =	\$123.68
				water closet in new restroom	
95	22 42 16 13-0003		EA	19" x 17" Porcelain Enameled Cast Iron Wall Hung Lavatory (American Standard Regalyn™)	\$626.57
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$484.34 x 1.1600 =	\$561.83
			Demolition	1.00 x \$55.81 x 1.1600 =	\$64.74
				lavatory in new restroom	
96	22 42 16 16-0030		EA	60" Wide, 3 Station Enameled Cast Iron Multi-Station Wash Sink (Kohler® Brockway™)Excludes faucets	\$3,170.34
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$2,733.05 x 1.1600 =	\$3,170.34
				new sinks at countertop	
97	22 42 39 00-0083		EA	Hot And Cold Wall Mount, 6" Spout With Aerator, Laboratory Faucet (Chicago Faucet 940)	\$302.71
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$260.96 x 1.1600 =	\$302.71
				Faucet for new sinks	
Subtotal for 22 - Plumbing:					\$118,692.47
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
98	23 31 13 16-0005		LF	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Factory Fabricated, Galvanized Sheet Metal Round Duct	\$572.58
				Quantity Unit Price Factor Total	
			Installation	80.00 x \$6.17 x 1.1600 =	\$572.58
				new duct at existing attic space	
99	23 31 13 16-0005	0099	LF	For Work In Restricted Working Space, Add	\$141.06
				Quantity Unit Price Factor Total	
			Installation	80.00 x \$1.52 x 1.1600 =	\$141.06
100	23 31 13 16-0015		EA	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Galvanized Sheet Metal Round Adjustable Elbow	\$129.46
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$37.20 x 1.1600 =	\$129.46
				new duct at existing attic space	
101	23 31 13 16-0025		EA	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Galvanized Sheet Metal Round 90 Degree Elbow	\$71.78
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$30.94 x 1.1600 =	\$71.78
				new duct at existing attic space	
102	23 31 13 16-0035		EA	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Galvanized Sheet Metal Round 45 Degree Elbow	\$68.90
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$29.70 x 1.1600 =	\$68.90
				new duct at existing attic space	
103	23 31 13 16-0045		EA	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Galvanized Sheet Metal Round Tee	\$108.16
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$46.62 x 1.1600 =	\$108.16
				new duct at existing attic space	

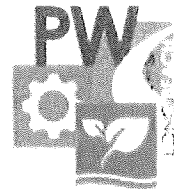
Rec#	CSI Number	Mod.	UOM	Description	Line Total
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
104	23 31 13 16-0055		EA	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Galvanized Sheet Metal Round Connector	\$62.19
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$17.87 x 1.1600 =	\$62.19
				new duct at existing attic space	
105	23 34 16 00-0260		EA	70 CFM, Ceiling Mounted, Polymeric Intake Grille, Light Duty Exhaust Fan With Heater And Light (Broan® 655)	\$241.78
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$208.43 x 1.1600 =	\$241.78
				Exhaust fan at new restroom	
106	23 37 13 00-0047		EA	24" Round Ceiling Diffuser With Fixed Pattern, Aluminum Construction	\$2,504.90
				Quantity Unit Price Factor Total	
			Installation	6.00 x \$359.90 x 1.1600 =	\$2,504.90
				Diffusers for HVAC system	
107	23 81 26 00-0025		EA	11,900 BTU, 16 SEER, Ceiling Recessed Ductless Split System Air ConditionersIncludes indoor unit, outdoor unit, wireless thermostat and refrigerant charge.	\$3,830.84
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$2,969.87 x 1.1600 =	\$3,445.05
			Demolition	1.00 x \$332.58 x 1.1600 =	\$385.79
				New split unit system	
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC):					\$7,731.65
26 - Electrical					
108	26 05 13 00-0147		MLF	#3/0 AWG Cable, 15 KV, Non-Shielded, Single Copper Conductor	\$11,524.62
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$9,935.02 x 1.1600 =	\$11,524.62
				Underground utilities to each building	
109	26 05 13 00-0180		EA	#6 To 4/0 AWG Cable Termination Without Stress Cone, Medium Voltage To 5 KV	\$745.07
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$214.10 x 1.1600 =	\$745.07
				Termination at office mechanical units	
110	26 05 13 00-0245		EA	#2 To 3/0 AWG Cable Termination 15 KV	\$4,672.48
				Quantity Unit Price Factor Total	
			Installation	10.00 x \$402.80 x 1.1600 =	\$4,672.48
				Termination at each stub-up	
111	26 05 19 16-0074		MLF	3/c #2 AWG Cable - XLP (XHHW-2), 600 Volt Copper, Stranded, Placed In Conduit	\$8,131.59
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$7,009.99 x 1.1600 =	\$8,131.59
				Underground utilities to each building	
112	26 05 33 13-0020		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #6 Copper THHN And 1 #8 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$6,769.95
				Quantity Unit Price Factor Total	
			Installation	5.00 x \$1,052.96 x 1.1600 =	\$6,107.17
			Demolition	2.00 x \$285.68 x 1.1600 =	\$662.78
				Conduit and wire for laundry and office renovation	
113	26 05 33 13-0020	0145	CLF	For Work In Restricted Working Space, Add	\$1,420.13
				Quantity Unit Price Factor Total	
			Installation	5.00 x \$244.85 x 1.1600 =	\$1,420.13

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
26 - Electrical						
114	26 11 16 00-0013	EA		75 KVA, Substation, Secondary 480 Y / 277 Volt, Primary 13.8 KV, Oil Transformer, Weatherproof	\$24,096.19	
			Quantity	Unit Price	Factor	Total
	Installation		2.00 x	\$10,386.29 x	1.1600 =	\$24,096.19
	E501 there is 1- 112.5 KVA Transformer, 2-150 KVA transformer, 1-75 KVA Transformer, and 1-45 KVA Transformer.					
115	26 11 16 00-0014	EA		112.5 KVA, Substation, Secondary 480 Y / 277 Volt, Primary 13.8 KV, Oil Transformer, Weatherproof	\$17,534.41	
			Quantity	Unit Price	Factor	Total
	Installation		1.00 x	\$15,115.87 x	1.1600 =	\$17,534.41
	E501 there is 1- 112.5 KVA Transformer, 2-150 KVA transformer, 1-75 KVA Transformer, and 1-45 KVA Transformer.					
116	26 11 16 00-0015	EA		150 KVA, Substation, Secondary 480 Y / 277 Volt, Primary 13.8 KV, Oil Transformer, Weatherproof	\$39,662.46	
			Quantity	Unit Price	Factor	Total
	Installation		2.00 x	\$17,095.89 x	1.1600 =	\$39,662.46
	E501 there is 1- 112.5 KVA Transformer, 2-150 KVA transformer, 1-75 KVA Transformer, and 1-45 KVA Transformer.					
117	26 27 26 00-0007	EA		2 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly	\$1,612.35	
			Quantity	Unit Price	Factor	Total
	Installation		13.00 x	\$106.92 x	1.1600 =	\$1,612.35
	New receptacles per plan					
118	26 27 26 00-0009	EA		1 Gang, 20 Amp, GFI, Duplex Receptacle Assembly	\$335.16	
			Quantity	Unit Price	Factor	Total
	Installation		3.00 x	\$96.31 x	1.1600 =	\$335.16
	New receptacles per plan for laundry and office					
119	26 27 26 00-0127	EA		4 Gang, 20 Amp, 120/277 Volt, SPST, Switch Assembly	\$1,331.22	
			Quantity	Unit Price	Factor	Total
	Installation		5.00 x	\$229.52 x	1.1600 =	\$1,331.22
	New switches per plan for laundry and office					
120	26 51 13 00-0295	EA		2,500 Lumens, 1' x 4', Volumetric, Lay-In/Troffer LED Fixture (Lithonia RTL4)	\$2,642.94	
			Quantity	Unit Price	Factor	Total
	Installation		5.00 x	\$455.68 x	1.1600 =	\$2,642.94
	New light fixtures per plan for laundry and office					
121	26 51 13 00-0328	EA		4,600 Lumens, 2' x 4', Shadow Box Style, Lay-In/Troffer LED Fixture (Lithonia 2BSL4)	\$2,526.87	
			Quantity	Unit Price	Factor	Total
	Installation		4.00 x	\$488.26 x	1.1600 =	\$2,265.53
	Demolition		6.00 x	\$37.55 x	1.1600 =	\$261.35
	New light fixtures per plan for laundry and office					
Subtotal for 26 - Electrical:					\$123,005.44	
31 - Earthwork						
122	31 05 16 00-0002	CY		#2 Stone Aggregate Fill (1-1/2' To 2-1/2" Clean)	\$1,638.62	
			Quantity	Unit Price	Factor	Total
	Installation		20.00 x	\$70.63 x	1.1600 =	\$1,638.62
	New fill around utility pipes					
123	31 23 16 13-0013	CY		Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera	\$903.41	
			Quantity	Unit Price	Factor	Total
	Installation		120.00 x	\$6.49 x	1.1600 =	\$903.41
	Compaction for all new trench area					

Rec#	CSI Number	Mod.	UOM	Description	Line Total					
31 - Earthwork										
124	31 23 16 13-0014		CY	Compaction of Fill or Subbase for Trenches by Hand	\$1,427.50					
				Quantity	Unit Price	Factor	Total			
			Installation	35.00	x	\$35.16	x	1.1600	=	\$1,427.50
				Hand earthwork due to existing utilities and foundation						
125	31 23 16 13-0017		CY	Load Excess Material by Hand for Removal from Excavation for Trenching	\$1,908.90					
				Quantity	Unit Price	Factor	Total			
			Installation	20.00	x	\$82.28	x	1.1600	=	\$1,908.90
126	31 23 16 13-0028		LF	4" Wide, 18" Deep Trench, Medium Soil, Chain Trencher	\$821.28					
				Quantity	Unit Price	Factor	Total			
			Installation	600.00	x	\$1.18	x	1.1600	=	\$821.28
				Hand earthwork due to existing utilities and foundation						
127	31 23 16 13-0040		LF	Backfill 4" Wide, 18" Deep Trench, With Compaction	\$187.92					
				Quantity	Unit Price	Factor	Total			
			Installation	600.00	x	\$0.27	x	1.1600	=	\$187.92
				Hand earthwork due to existing utilities and foundation						
Subtotal for 31 - Earthwork:					\$6,887.63					
33 - Utilities										
128	33 14 19 00-0277		EA	6-1/2' Burial Section, 5-1/4" Valve, Three Way, Standard Type (Traditional) Fire Hydrant	\$4,479.46					
				Quantity	Unit Price	Factor	Total			
			Installation	1.00	x	\$3,861.60	x	1.1600	=	\$4,479.46
				New hydrant						
129	33 42 31 00-0237		EA	18" Height, 24" x 24" ID, Precast Concrete Inlet Box Riser	\$1,476.26					
				Quantity	Unit Price	Factor	Total			
			Installation	4.00	x	\$318.16	x	1.1600	=	\$1,476.26
Subtotal for 33 - Utilities:					\$5,955.72					
Proposal Total					\$449,896.73					

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

CITY OF LONGBEACH



Subcontract Listing

Job Order Contract

Date: March 20, 2020

To: Adrian Puyolt, Capital Projects Coordinator
City of Long Beach
411 W. Ocean Blvd. 5th Flr.
Long Beach, CA 90802

From: Hee Yang, Project Manager
Exbon Development Inc.
13831 Newhope St
Garden Grove, CA 92843

Re: 30J0044.00
Year-Round ABC Shelter

Company Name	Duties	DBE	DBE \$	Non-DBE \$	%
Omega Construction Services, Inc.	Electrical and Plumbing		\$0.00	\$300,000.00	66.68%
			\$0.00	\$300,000.00	

Work Order Total	\$449,896.73
% of work to be performed by Certified CBE:	0.00%

Signature

Hee Yang

Title Project Manager

Date of Signing 20-March-2020

Firm or Corporate Name Exbon Development Inc.

Address 13831 Newhope St., Garden Grove CA 92843

Telephone Number (714) 539-2222

SULLY-MILLER CONTRACTING COMPANY
135 S. State College Blvd, STE 400
Brea, CA. 92821
Telephone: (714) 578-9600 Fax: (714) 449-2277

To: City of Long Beach
Public Works
ATTN: Mouhsen Habib

Date: 3/20/2020

PO: Project Name: ABC-6845 Atlantic Ave.
Project Number: 10213246
Quote #: 16.1

Description: Clear & Grub, Relocate Existing Containers, Asphalt Removal, Construct AC Curb & Sidewalk, Place Asphalt over CMB, Crack Prep & Seal, Slurry & Striping.
Working Duration: 30 days

Item #	Description	Quantity	Unit	Price	Total
33	Bituminous Pavement Removal	40	CY	\$ 140.00	\$ 5,600.00
47	Unclassified Excavation	650	CY	\$ 60.00	\$ 39,000.00
60	Tree Pruning	1	EA	\$ 440.00	\$ 440.00
62	Tree Removal up to 24"	6	EA	\$ 1,570.00	\$ 9,420.00
63	Tree Removal up to 25" to 36"	2	EA	\$ 3,000.00	\$ 6,000.00
78	Crushed Misc. Base	435	CY	\$ 50.00	\$ 21,750.00
86	Asphalt Concrete Pavement	395	TON	\$ 100.00	\$ 39,500.00
99	Asphalt Concrete Curb	482	LF	\$ 7.50	\$ 3,615.00
102	Slurry Seal Type 1	30	ELT	\$ 1,413.50	\$ 42,405.00
210	Curb Ramp Detectable Warning Surface	24	SF	\$ 50.00	\$ 1,200.00
281	4" Reflectorized Paint Traffic Striping	1405	LF	\$ 0.35	\$ 491.75
391	Install Sign on 2" square steel tubing post	1	EA	\$ 402.50	\$ 402.50
437	Traffic Control	20	DY	\$ 2,500.00	\$ 50,000.00
NBI	Mobilization on Non Budget Items	1	LS	\$ 25,000.00	\$ 25,000.00
NBI	Clear & Grubbing Vegetation only	1	LS	\$ 8,500.00	\$ 8,500.00
NBI	Relocate Empty Storage Bins (2ea x 2 moves)	1	LS	\$ 5,000.00	\$ 5,000.00
NBI	SWPPP on Non Budget Items	1	LS	\$ 29,500.00	\$ 29,500.00
NBI	Cold mill 1"	21000	SF	\$ 0.70	\$ 14,700.00
NBI	1" Asphalt Overlay	130	TN	\$ 185.50	\$ 24,115.00
NBI	Asphalt Sidewalk	2400	SF	\$ 12.00	\$ 28,800.00
NBI	Crack Repair parking lot	32000	SF	\$ 0.33	\$ 10,560.00
NBI	Regrade/Subgrade prep	1	LS	\$ 36,000.00	\$ 36,000.00

Project # 3005010105
Annual Contract # R7131

SULLY-MILLER CONTRACTING COMPANY
135 S. State College Blvd, STE 400
Brea, CA. 92821
Telephone: (714) 578-9600 Fax: (714) 449-2277

31900221

#12017322

PO. 22012120

To: City of Long Beach
Public Works
ATTN: Mouhsen Habib

Date: 3/20/2020

PO: Project Name: ABC-6845 Atlantic Ave.
Project Number: 10213246
Quote #: 16.1

Description: Clear & Grub, Relocate Existing Containers, Asphalt
Removal, Construct AC Curb & Sidewalk, Place
Asphalt over CMB, Crack Prep & Seal, Slurry &
Striping.

Working Duration: 30 days

Item #	Description	Quantity	Unit	Price	Total
NBI	Survey-Verify Horizontal and Vertical Controls, Demo Limits, Topo Existing Site: Blue Tops & FS Grades, AC Sidewalk, Lights & Monuments Signs	1	LS	\$ 18,200.00	\$ 18,200.00
NBI	Monument Sign	1	LS	\$ 12,000.00	\$ 12,000.00
NBI	Reuse Existing 4' Concrete Wheel Stops	29	EA	\$ 90.00	\$ 2,610.00
NBI	Painted ADA Symbols	6	EA	\$ 115.00	\$ 690.00
NBI	12" Painted "No Parking"	3	EA	\$ 73.00	\$ 219.00
NBI	Bollards at Fire Hydrant	6	EA	\$ 1,000.00	\$ 6,000.00
NBI	Remove Steps and Landing	1	LS	\$ 14,500.00	\$ 14,500.00
NBI	Remove Planter Wall	1	LS	\$ 1,500.00	\$ 1,500.00
NBI	Remove Power Pole	1	LS	\$ 3,000.00	\$ 3,000.00
				TOTAL	\$460,718.25

Excludes: Sheet 6 Storm Drain, Sheet 10 & 11 Water & Sewer plan by others
Temporary Moveable Tent, Fire Detector, Knox Box, Bike Rack, Laundry Room,
Office Admin, Landscaping, Modular Buildings, Office Demo,
Solar lighting/Foundations and all Fencing and Gates

Tammy Roehl
Project Manager

Approved 3-20-20

Hal

Emilia 3-20-20

EXHIBIT F
BUDGET
[ATTACHED]

Long Beach Atlantic Avenue Bridge Community (ABC) Project Budget

		Total Project Budget	
1	A/E SERVICES	406,900	
	Programming / Concept Design	18,400	Kamus + Keller
	Schematic Design thru Construction Administration	303,500	Kardent
	Geotechnical Investigation (Buildings, Parking Areas)	incl above	Kardent
	Civil Survey	incl above	Kardent
	Add Service: TI for Admin/Laundry Buildings and Fire Sprinkler	55,000	Kardent
	Reimbursables	30,000	Kardent
2	ENVIRONMENTAL	6,000	
	Phase 1: ESA	0	Assumes not required
	Phase 2: ACM/LBP Report	6,000	Allowance for SFR demo
3	DEPUTY TESTING AND INSPECTION	0	
	Soils / Materials Testing (Deputy Inspections)	N/A	
4	DIRECT COSTS	1,365,000	
	Tenant Improvements (House and Landry Units)	449,897	Exbon Development
	Sitework (Trenching & Utilities)	incl abv	Excludes Domestic Water / Fire Service
	Sitework (Domestic Water / Fire Service)	200,000	Allowance; City of Long Beach
	Sitework (Demo, Grading, Paving/Hardscape)	460,718	Sully-Miller Contracting
	Sitework (Fencing)	59,997	Quality Fence
	Sitework (Lighting)	70,000	Allowance
	Course of Construction Contingency	124,000	10% Allowance
5	MODULAR TRAILERS	2,241,000	
	Modular Trailer Units	1,973,166	Purchase option
	Decks/Ramps/Canopies	148,385	
	General Conditions	119,839	
6	FIXTURES, FURNISHINGS, & EQUIPMENT (FF&E)	500,000	
	All FF&E	499,976	See FF&E Worksheet
7	ELECTRONIC SYSTEMS AND SPECIAL EQUIPMENT	50,000	
	Computers, Phones, Servers, Etc.	N/A	Provided by operator
	Security Equipment (Camera, Etc.)	50,000	Allowance
8	PROGRAM & CONSTRUCTION MANAGEMENT	210,000	
	Overhead, Fee & Administration Costs	210,000	Griffin Structures
10	CITY OF LONG BEACH FEES AND ADMINISTRATION	353,818	
	Plan Check, Permit Fees, and Building Inspections	124,463	
	Labor Compliance	99,570	
	City Project Management	80,000	
	Percent for Arts	49,785	Allowance
11	CONTINGENCY: CITY OF LONG BEACH	117,000	10% Allowance on Soft Costs
	TOTAL PROJECT COSTS	\$5,250,000	

NOTES:

1. Construction costs are based on March 2020 construction bids from Sully-Miller and Exbon Development.