



City of Palo Alto

Purchasing and Contract Administration
P.O.Box 10250
Palo Alto CA 94303
Tel:(650)329-2271 Fax:(650)329-2468

Service Order

Vendor Address

MOBILE MODULAR MANAGEMENT CORP
MCGRATH RENTCORP AND SUBSIDIARIES
5700 LAS POSITAS RD
LIVERMORE CA 94551
Tel: 800-944-3442 Fax: 925-453-3201

Ship To:

Public Works Engineering
City of Palo Alto
250 Hamilton Ave., 6th Floor
Palo Alto CA 94301

Bill To:

City of Palo Alto
Account Payable
P.O.Box 10250
Palo Alto, CA 94303

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

PO Number	S24189920
Date	01/22/2024
Vendor No.	102127
Payment Terms	Payable immediately
FOB Point	Services Only
Ship via	Vendor to ship best method
Term	03/15/2024 - 03/14/2026
Buyer/Phone	Saira Cardoza / 650-329-2327
Email	Saira.Cardoza@CityofPaloAlto.org

DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN

Page 1 of 2

Item	Material/Description	Quantity	UM	Net Price	Net Amount
	<i>This City of Palo Alto (City) Purchase Order agreement (PO) Mobile Modular is made pursuant and subject to Sourcewell Contract No. 120822.</i>				
	<i>This PO is governed by California law without regard to conflict of law principles. The venue for any dispute under this PO is Santa Clara County, California.</i>				
	<i>Palo Alto City Council Staff Report No. 2311-2277 dated 2/5/24</i>				
0010	Monthly Lease Payments for 24 mnths	48,705	USD	1.00	48,705.12
0020	Modfctns,Accessrs, Delv & Intall	156,344	USD	1.00	156,344.13
0030	Return	17,542	USD	1.00	17,542.00
0040	10% Standard Contingency	22,259	USD	1.00	22,259.00
				Sub-Total	244,850.25
	*** ORDERING VIA EMAIL ***				
	**** PRICE HAS BEEN QUOTED ****				

Interim Chief Procurement Officer

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE
SPECIFICATIONS - Any specification and /or drawings referred to and/or attached hereto are expressly made a part of this Purchase Order.
DELIVERY - Please notify the City promptly if delivery cannot be made on or before the date specified. If partial shipment is authorized, so indicate on all documents. Complete packing lists must accompany each shipment.
INVOICE - A separate invoice is required for each order. Send to address indicated above.



City of Palo Alto

Purchasing and Contract Administration
P.O.Box 10250
Palo Alto CA 94303
Tel:(650)329-2271 Fax:(650)329-2468

Service Order

Vendor Address

MOBILE MODULAR MANAGEMENT CORP
MCGRATH RENTCORP AND SUBSIDIARIES
5700 LAS POSITAS RD
LIVERMORE CA 94551
Tel: 800-944-3442 Fax: 925-453-3201

Ship To:

Public Works Engineering
City of Palo Alto
250 Hamilton Ave., 6th Floor
Palo Alto CA 94301

Bill To:

City of Palo Alto
Account Payable
P.O.Box 10250
Palo Alto, CA 94303

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

PO Number	S24189920
Date	01/22/2024
Vendor No.	102127
Payment Terms	Payable immediately
FOB Point	Services Only
Ship via	Vendor to ship best method
Term	03/15/2024 - 03/14/2026
Buyer/Phone	Saira Cardoza / 650-329-2327
Email	Saira.Cardoza@CityofPaloAlto.org

DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN

Page 2 of 2

Item	Material/Description	Quantity	UM	Net Price	Net Amount

Total 244,850.25

Interim Chief Procurement Officer

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE
SPECIFICATIONS - Any specification and /or drawings referred to and/or attached hereto are expressly made a part of this Purchase Order.
DELIVERY - Please notify the City promptly if delivery cannot be made on or before the date specified. If partial shipment is authorized, so indicate on all documents. Complete packing lists must accompany each shipment.
INVOICE - A separate invoice is required for each order. Send to address indicated above.

PURCHASE ORDER TERMS AND CONDITIONS

AGREEMENT. THIS AGREEMENT CONSISTS OF THE FOLLOWING AGREEMENT DOCUMENTS: (i) THE CITY'S P.O., (ii) THESE P.O. TERMS AND CONDITIONS, AND (iii) ANY EXHIBITS REFERENCED IN AND ATTACHED TO THE CITY'S P.O. IN THE EVENT OF AN INCONSISTENCY BETWEEN OR AMONG THE PROVISIONS OF THIS AGREEMENT, THE AGREEMENT DOCUMENTS SHALL HAVE THE ORDER OF PRECEDENCE AS SET FORTH IN THE PRECEDING SENTENCE.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. VENUE FOR ANY DISPUTE SHALL BE IN SANTA CLARA COUNTY, CALIFORNIA. THE PARTIES SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE PERFORMANCE OF THIS AGREEMENT.

INDEPENDENT CONTRACTOR. THE PARTIES UNDERSTAND AND AGREE THAT IN PERFORMING THIS AGREEMENT, **CONTRACTOR** AND ANY PERSON EMPLOYED OR CONTRACTED WITH BY **CONTRACTOR** TO FURNISH LABOR AND/OR MATERIALS UNDER THIS AGREEMENT, SHALL ACT AS AND BE AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF **CITY**. IN ACCEPTING THIS AGREEMENT, **CONTRACTOR** AFFIRMS THAT NO ONE WHO HAS OR WILL HAVE ANY FINANCIAL INTEREST UNDER THIS AGREEMENT IS AN OFFICER OR EMPLOYEE OF **CITY**.

INSURANCE. **CONTRACTOR** AGREES TO PROVIDE THE INSURANCE SPECIFIED IN THE "INSURANCE REQUIREMENTS" FORM ISSUED HERewith. IN THE EVENT **CONTRACTOR** IS UNABLE TO SECURE A POLICY ENDORSEMENT NAMING THE CITY OF PALO ALTO AS AN ADDITIONAL INSURED UNDER ANY COMPREHENSIVE GENERAL LIABILITY OR COMPREHENSIVE AUTOMOBILE POLICY OR POLICIES, **CONTRACTOR** SHALL AT A MINIMUM, AND ONLY WITH THE WRITTEN APPROVAL OF **CITY'S RISK MANAGER** OR DESIGNEE, CAUSE EACH SUCH INSURANCE POLICY OBTAINED BY IT TO CONTAIN AN ENDORSEMENT PROVIDING THAT THE INSURER WAIVES ALL RIGHT OF RECOVERY BY WAY OF SUBROGATION AGAINST **CITY**, ITS OFFICERS, AGENTS, AND EMPLOYEES IN CONNECTION WITH ANY DAMAGE, CLAIM, LIABILITY PERSONAL INJURY, OR WRONGFUL DEATH COVERED BY ANY SUCH POLICY. **CONTRACTOR** SHALL PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO **CITY** BEFORE ANY CANCELLATION OR CHANGE IN THE REQUIRED COVERAGE, SCOPE OR AMOUNT OF ANY SUCH POLICY/POLICIES/ENDORSEMENT(S).

CONTRACTOR SHALL PROVIDE CERTIFICATES OF SUCH POLICIES OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO **CITY'S RISK MANAGER**, TO **CITY** AT THE COMMENCEMENT OF THIS AGREEMENT, AND ON RENEWAL OF THE POLICY, OR POLICIES, NOT LATER THAN TWENTY (20) DAYS BEFORE EXPIRATION OF THE TERMS OF ANY SUCH POLICY.

TERMINATION. THIS AGREEMENT MAY BE TERMINATED BY **CITY** UPON TEN (10) DAYS WRITTEN NOTICE TO **CONTRACTOR**. MONIES THEN OWING BASED UPON WORK SATISFACTORILY ACCOMPLISHED SHALL BE PAID TO **CONTRACTOR**.

CHANGES. THIS AGREEMENT SHALL NOT BE ASSIGNED OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE **CITY**. NO CHANGES OR VARIATIONS TO THIS AGREEMENT OF ANY KIND ARE AUTHORIZED WITHOUT THE WRITTEN CONSENT OF THE CITY'S PURCHASING MANAGER.

AUDITS. **CONTRACTOR** AGREES TO PERMIT **CITY** TO AUDIT, AT ANY REASONABLE TIME DURING THE TERM OF THIS AGREEMENT AND FOR THREE (3) YEARS THEREAFTER, **CONTRACTOR'S** RECORDS PERTAINING TO MATTERS COVERED BY THIS AGREEMENT. **CONTRACTOR** FURTHER AGREES TO MAINTAIN SUCH RECORDS FOR AT LEAST THREE (3) YEARS AFTER THE TERM OF THIS AGREEMENT.

NO IMPLIED WAIVER. NO PAYMENT, PARTIAL PAYMENT, ACCEPTANCE, OR PARTIAL ACCEPTANCE BY **CITY** SHALL OPERATE AS A WAIVER ON THE PART OF **CITY** OF ANY OF ITS RIGHTS UNDER THIS AGREEMENT.

CITY'S PROPERTY. TITLE TO **CITY'S** PROPERTY FURNISHED TO **CONTRACTOR** SHALL REMAIN IN THE **CITY**. **CONTRACTOR** SHALL NOT ALTER OR USE PROPERTY FOR ANY PURPOSE, OTHER THAN THAT SPECIFIED BY **CITY**, OR FOR ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF **CITY**. **CONTRACTOR** SHALL STORE, PROTECT, PRESERVE, REPAIR AND MAINTAIN SUCH PROPERTY IN ACCORDANCE WITH SOUND PROFESSIONAL PRACTICE, AT **CONTRACTOR'S** EXPENSE.

NON-DISCRIMINATION. **CONTRACTOR** SHALL NOT DISCRIMINATE IN EMPLOYMENT OF ANY PERSON BASED ON RACE, SKIN COLOR, GENDER, GENDER IDENTITY, AGE, RELIGION, DISABILITY, NATIONAL ORIGIN, ANCESTRY, SEXUAL ORIENTATION, PREGNANCY, GENETIC INFORMATION OR CONDITION, HOUSING STATUS, MARITAL OR FAMILIAL STATUS, WEIGHT OR HEIGHT OF SUCH PERSON.

WARRANTY. **CONTRACTOR** EXPRESSLY WARRANTS THAT ALL MATERIALS AND SERVICES COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS, REQUIREMENTS, INSTRUCTIONS, OR OTHER DESCRIPTIONS UPON WHICH THIS AGREEMENT IS BASED, SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, OF GOOD MATERIAL AND WORKMANSHIP AND FREE FROM DEFECT AND THAT MATERIALS AND SERVICE OF **CONTRACTOR'S** DESIGN WILL BE FREE FROM DEFECT IN DESIGN, INSPECTION, TEST, ACCEPTANCE, PAYMENT OR USE OF THE GOODS FURNISHED HEREUNDER SHALL NOT AFFECT THE **CONTRACTOR'S** OBLIGATION UNDER THIS WARRANTY, AND SUCH WARRANTIES SHALL SURVIVE INSPECTION, TEST ACCEPTANCE AND USE. **CONTRACTOR** AGREES TO REPLACE, RESTORE, OR CORRECT DEFECTS OF ANY MATERIALS OR SERVICES NOT CONFORMING TO THE FOREGOING WARRANTY PROMPTLY, WITHOUT EXPENSE TO **CITY**, WHEN NOTIFIED OF SUCH NONCONFORMITY BY **CITY**. IN THE EVENT OF FAILURE BY **CONTRACTOR** TO CORRECT DEFECTS IN OR REPLACE NONCONFORMING GOOD OR SERVICES PROMPTLY. **CITY**, AFTER REASONABLE NOTICE TO **CONTRACTOR**, MAY MAKE SUCH CORRECTIONS OR REPLACE SUCH MATERIALS OR SERVICES AND CHARGE **CONTRACTOR** FOR THE COST INCURRED BY THE CITY THEREBY.

WORKERS' COMPENSATION. **CONTRACTOR**, BY ACCEPTING THIS AGREEMENT, CERTIFIES THAT IT IS AWARE OF THE PROVISIONS OF THE CALIFORNIA LABOR CODE WHICH REQUIRE EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKERS' COMPENSATION OR TO UNDERTAKE SELF-INSURANCE IN ACCORDANCE WITH THAT CODE, AND CERTIFIES THAT IT WILL COMPLY WITH SUCH PROVISIONS BEFORE COMMENCING THE PERFORMANCE OF THE WORK OF THIS AGREEMENT.

PRICE TERMS.

(a) **EXTRA CHARGES, INVOICES AND PAYMENT.** NO EXTRA CHARGES OF ANY KIND WILL BE ALLOWED UNLESS SPECIFICALLY AGREED TO IN WRITING BY **CITY**; ALL STATE AND FEDERAL EXCISE, SALES, AND USE TAXES SHALL BE STATED SEPARATELY ON THE INVOICES.

(b) **TRANSPORTATION CHARGES.** ANY TRANSPORTATION CHARGES WITH RESPECT TO WHICH **CONTRACTOR** IS ENTITLED TO RECEIVE REIMBURSEMENT SHALL BE ADDED TO **CONTRACTOR'S** INVOICE AS A SEPARATE ITEM, WITH THE RECEIPTED FREIGHT BILL ATTACHED THERETO.

(c) **CONTRACTOR WARRANTS** THAT THE PRICES FOR MATERIALS OR SERVICES SOLD TO **CITY** UNDER THIS AGREEMENT ARE NOT LESS FAVORABLE THAN THOSE CURRENTLY EXTENDED TO ANY OTHER CUSTOMERS OF THE SAME OR LIKE ARTICLES OR SERVICES IN EQUAL OR LESS QUANTITIES. IN EVENT **CONTRACTOR** REDUCES ITS PRICE FOR SUCH MATERIALS OR SERVICES DURING THE TERM OF THIS AGREEMENT, **CONTRACTOR** AGREES TO REDUCE THE PRICES OR RATES HEREOF CORRESPONDINGLY.

SCHEDULES OR DELIVERY. TIME IS OF THE ESSENCE OF THIS AGREEMENT. **CONTRACTOR** AGREES TO COMPLY WITH THE SPECIFIC SCHEDULE PROVIDED BY THE **CITY** OR AGREED UPON HEREIN WITHOUT DELAY AND WITHOUT ANTICIPATING **CITY'S** REQUIREMENTS. **CONTRACTOR** ALSO AGREES NOT TO MAKE MATERIAL COMMITMENTS OR SCHEDULING ARRANGEMENTS IN EXCESS OF THE REQUIRED AMOUNT OR IN ADVANCE OF THE TIME NECESSARY TO MEET THE SCHEDULE(S) OF THIS AGREEMENT, IF ANY.

PALO ALTO MINIMUM WAGE ORDINANCE. **CONTRACTOR** SHALL COMPLY WITH ALL REQUIREMENTS OF THE PALO ALTO MUNICIPAL CODE CHAPTER 4.62 (CITYWIDE MINIMUM WAGE), AS AMENDED FROM TIME TO TIME. IN PARTICULAR, FOR ANY EMPLOYEE OTHERWISE ENTITLED TO THE STATE MINIMUM WAGE, WHO PERFORMS AT LEAST TWO (2) HOURS OF WORK IN A CALENDAR WEEK WITHIN THE GEOGRAPHIC BOUNDARIES OF THE **CITY**, **CONTRACTOR** SHALL PAY SUCH EMPLOYEES NO LESS THAN THE MINIMUM WAGE SET FORTH IN PALO ALTO MUNICIPAL CODE SECTION 4.62.030 FOR EACH HOUR WORKED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE **CITY**. IN ADDITION, **CONTRACTOR** SHALL POST NOTICES REGARDING THE PALO ALTO MINIMUM WAGE ORDINANCE IN ACCORDANCE WITH PALO ALTO MUNICIPAL CODE SECTION 4.62.060.

PURCHASE ORDER TERMS AND CONDITIONS

TRANSPORTATION, PACKAGING & LABELING. ALL MATERIALS OR SERVICES ARE TO BE PROVIDED (a) F.O.B. PALO ALTO UNLESS OTHERWISE SPECIFIED; (b) WITH A PACKING LIST ENCLOSED IN CARTONS, WHICH INDICATE THE AGREEMENT NUMBER, EXACT QUANTITY AND DESCRIPTIONS, CONCERNING ANY MATERIAL SHIPMENTS; (c) AND COMPLY WITH CURRENT PACKAGING AND LABELING REQUIREMENTS PRESCRIBED BY D.O.T.

ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS. Contractor agrees to comply with the City's Environmentally Preferred Purchasing Requirements.

(1) Hazardous Waste:

Contractor shall take-back all spent or otherwise discarded hazardous products sold to the City by the Contractor if the spent or discarded products are classified as hazardous or universal wastes by State or Federal regulations. Contractor shall provide convenient collection and recycling services (or disposal services if recycling technology is unavailable) for all universal wastes, which originate from the Vendor. Hazardous waste manifests or bills of lading must be provided to City staff upon request. Recycling and reuse of hazardous wastes must occur within the United States. Universal waste lists and information are available www.dtsc.ca.gov/HazardousWaste/UniversalWaste/. A hazardous waste list is available at <http://www.calrecycle.ca.gov/LEA/Training/wasteclass/yeah.htm>. Additional information can be obtained by contacting the City of Palo Alto Hazardous Waste Department at (650) 496-6980.

(2) Zero Waste and Pollution Prevention:

Per Palo Alto City Council policy, the City is targeting to achieve Zero Waste by 2021. The City must also meet Municipal Regional Stormwater Permit requirements requiring no visible impact from litter via stormdrains by 2022. To that end the vendor, manufacturer and/or contractor must individually or collaboratively comply with the waste reduction, reuse and recycling requirements of the City's Zero Waste and Pollution Prevention Programs. Seller acknowledges and agrees that if Seller fails to fully and satisfactorily comply with these requirements, the City will suffer, as a result of Seller's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore, the Seller agrees that in addition to all other damages to which the City may be entitled, in the event Seller fails to comply with the below requirements Seller shall pay City as liquidated damages the amounts specified below. The liquidated damage amount is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer as a result of such non-compliance.

- Sellers shall adhere to the standard that all printed materials provided to the City that are generated from a personal computer and printer including, proposals, quotes, invoices, reports, and public education materials shall be double-sided, printed on a minimum of 30% post-consumer content paper or greater unless otherwise approved by the City's Environmental Services Division (650) 329-2117. Materials printed by a professional printing company shall be a minimum of 30% post-consumer material or greater and printed with vegetable-based inks. Liquidated damages of \$30 per document will be assessed by City for failure to adhere to this requirement;
- All paper packaging must be Forest Stewardship Council (FSC) Certified.
- All primary, secondary and shipping (tertiary) packaging be minimized to the maximum extent feasible while protecting the product being shipped;
- All primary, secondary and shipping packaging shall be recyclable in the City's recycling program. A complete list of items accepted for recycling are found at www.zerowastepaloalto.org or by calling (650) 496-5910. If any portion is received that does not meet this requirement, liquidated damages of \$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less will be assessed by City for failure to adhere to this requirement.
- Expanded foam plastics (e.g., foam or cushion blocks, trays, packing "peanuts"), such as but not limited to polystyrene (aka Styrofoam™), polypropylene, or polyurethane shall not be used as primary, secondary or tertiary/shipping packaging with the following exceptions:
 - Primary packaging made from these materials may be used if the vendor, manufacturer, contractor individually or collaboratively does one of the following:
 - takes the material back at the City's convenience and at no cost to the City, or

- pays the City of Palo Alto's disposal costs via payment of liquidated damages of \$235, or a minimum of \$50 if the combined product and shipping cost is \$235 or less;
- Bioplastics that meet ASTM D6400 standards for compostability may be accepted with approval from the City's Environmental Services Division subject to local municipal compost facility requirements;
- if approved by the City's Environmental Services Division, a packaging requirement may be waived if no other viable packaging alternative exists;

(3) Energy and Water Efficiency:

Contractor shall provide products with an ENERGY STAR, Water Sense or State of California standard rating, whichever is more efficient, when ratings exist for those products. A life cycle cost analysis shall be provided to the City upon request and shall at minimum include: first cost, operating costs, maintenance costs, and disposal costs.

Contacts for additional information about City of Palo Alto Hazardous Waste, Zero Waste and Utilities programs:

Hazardous Waste Program (Public Works)

(650) 496-6980

Zero Waste Program (Public Works)

(650) 496-5910

Watershed Protection

(650) 329-2117

Energy Efficiency

(650) 496-2244

(4) Liquidated Damages:

Contractor agrees that failure to comply with the City's Environmentally Preferred Purchasing Requirements will result in Liquidated Damages, according to the table marked Liquidated Damages on page 3 of these P.O. Terms and Conditions.

NONCOMPLIANCE WITH ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS, LIQUIDATED DAMAGES:

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of liquidated damages; the acceptable performance level, and the amount of liquidated damages for failure to meet the contractually required standards of performance.

Event of Non-Performance	Acceptable Performance Level (Allowed events per Fiscal Year)	Liquidated Damages Amount
Recycled Paper Use		
Failure to use 50% recycled content paper	1	\$30 per each document
Recyclable Packaging Materials	1	\$235 or a minimum of \$50 if the combined product and shipping cost is \$250 or less will be incurred if this is not adhered to.
Failure of Contractor to Use secondary and shipping packaging that is recyclable in the City's recycling program.		
Expanded Foam Plastics		
Unapproved use of expanded foam plastics for secondary or shipping packaging	0	\$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less
Pallet Use		
Failure of Contractor to take-back and reuse pallets, recycling only broken pallets, at no additional cost to the City.	1	\$262 or a minimum of \$50 if the combined product and shipping cost is \$2 or less



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

Lease Quotation and Agreement

Quote #	Q-417768
Date of Quote	01/09/2024
Quote Expiration Date:	
Lease Term:	24 Months
Estimate Del Date:	03/15/2024
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID: 120822-MMR

Lessee Name and Billing Address	Site Information	Lessor Name
City of Palo Alto ("Lessee") 250 Hamilton Avenue Palo Alto, CA 94301 Bridgette Medved Perez Phone #: 1 (650) 329-2530	Bridgette Medved Perez 4000 Middlefield Road Palo Alto, CA 94303 Cell: 1 (650) 329-2530	Mobile Modular Management Corporation ("Lessor") Questions? Contact: Alex Sufi alex.sufi@mobilemodular.com Direct Phone: 1 (510) 690-7350

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 24x60 HCD (Item1601W) (4 Offices withHandicap Accessible Restroom.Size excludes 3' towbar.Vinyl wrap panel interior.)				
	1	\$1,354.00	\$1,354.00	Y
Steps, Adjustable	1	\$64.00	\$64.00	Y
Filter Replacement Program	2	\$27.00	\$54.00	Y
RNT, Ramp	1	\$375.00	\$375.00	Y
Sourcewell building rental price @ \$1,354.00				
Equipment and Accessories Monthly Subtotal:				\$1,847.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 24x60 HCD (Item1601W) (4 Offices withHandicap Accessible Restroom.Size excludes 3' towbar.Vinyl wrap panel interior.)				
Delivery	2	\$784.00	\$1,568.00	N
Delivery Pilot	2	\$565.00	\$1,130.00	N
Delivery Permit	2	\$177.00	\$354.00	N
Block and Level Building	1	\$7,174.00	\$7,174.00	N
Foundation, Installation	16	\$238.00	\$3,808.00	Y
Drawings	1	\$875.00	\$875.00	N
Essential Material Handling Fee	2	\$75.00	\$150.00	N
Delivery Haulage Fuel	2	\$112.00	\$224.00	N
Installation, Fire Sprinkler	1	\$23,690.00	\$23,690.00	Y
Skirting, Install	168	\$30.00	\$5,040.00	Y
RNT, Install	1	\$1,560.00	\$1,560.00	N
Modifications			\$97,890.00	
Charges Upon Delivery Subtotal:				\$143,463.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 24x60 HCD (Item1601W) (4 Offices withHandicap Accessible Restroom.Size excludes 3' towbar.Vinyl wrap panel interior.)				
Return	2	\$784.00	\$1,568.00	N
Return Pilot	2	\$565.00	\$1,130.00	N
Return Permit	2	\$177.00	\$354.00	N
Prepare Equipment For Removal	1	\$7,174.00	\$7,174.00	N
Foundation, Removal	16	\$90.00	\$1,440.00	N



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

Lease Quotation and Agreement

Quote #	Q-417768
Date of Quote	01/09/2024
Quote Expiration Date:	
Lease Term:	24 Months
Estimate Del Date:	03/15/2024
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID: 120822-MMR

Cleaning Fee	2	\$450.00	\$900.00	N
Return Haulage Fuel	2	\$112.00	\$224.00	N
Skirting, Removal	168	\$19.00	\$3,192.00	N
RNT, Removal	1	\$1,560.00	\$1,560.00	N
Estimated Charges Upon Return Subtotal:			\$17,542.00	
Total Estimated Charges				
			Subtotal of Monthly Rent	\$1,847.00
			Personal Property Expense	\$0.00
			Taxes on Monthly Charges	\$182.38
			Total Charges per Month (including tax)	\$2,029.38
			Charges Upon Delivery (including tax)	\$156,344.13
			Estimated Charges Upon Return (including tax)	\$17,542.00
			Estimated Initial Invoice	\$158,373.51

Special Notes

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

Additional Information

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

Estimated Equipment Value

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

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 24x60 HCD (Item1601W)	1	\$183,600.00



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

Lease Quotation and Agreement

Quote #	Q-417768
Date of Quote	01/09/2024
Quote Expiration Date:	
Lease Term:	24 Months
Estimate Del Date:	03/15/2024
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID: 120822-MMR

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

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.
3. Mobile Modular Sourcewell Contract (ID# 120822-MMR)

In the event of any conflict between the terms of the Lease Terms and Conditions, the Supplemental Terms and Conditions, and the Mobile Modular Sourcewell Contract, the order of precedence shall be the order listed above.

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

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

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

LESSOR:

Mobile Modular Management Corporation
a division of McGrath RentCorp

LESSEE:

City of Palo Alto

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

Lease Quotation and Agreement

Quote #	Q-417768
Date of Quote	01/09/2024
Quote Expiration Date:	
Lease Term:	24 Months
Estimate Del Date:	03/15/2024
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID: 120822-MMR

LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "**Accessories**" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "**Equipment**" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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

Lease Quotation and Agreement

Quote #	Q-417768
Date of Quote	01/09/2024
Quote Expiration Date:	
Lease Term:	24 Months
Estimate Del Date:	03/15/2024
Lessee PO#:	

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

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, us and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **RESERVED**



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

Lease Quotation and Agreement

Quote #	Q-417768
Date of Quote	01/09/2024
Quote Expiration Date:	
Lease Term:	24 Months
Estimate Del Date:	03/15/2024
Lessee PO#:	

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

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