



Transmittal #1

Modular Space Corporation
1200 Swedesford Rd
Berwyn, Pennsylvania 19312
Phone: 610 232 1200

Project: - Sanchez Adobe Visitor Center
1000 Linda Mar BLVD.
Pacifica, California 94044

ModSpace Executed Contract

TO: Sam Garcia (VANIR Construction Management, Inc.) FROM: Cecilia Rienton (Modular Space Corporation)
1402 Maple Street 11115 Hemlock Avenue
Redwood City, California 94063 Fontana, California 92337

CREATED DATE: 04/30/2018

COPIES TO:

TRANSMIT:	VIA:	FOR:	ACTION:
Attached	Attached	As Requested Further Processing	Out for Signature

Transmittal Items

Comments

Good Morning Sam

Per your request please find attached ModSpace signed Commitment Contract for your use and execution. I understand that a copy will be mailed back to our offices for our records.

Please address this to

Fred Rienton
Construction Manager
ModSpace
11115 Hemlock Ave.
Fontana, CA 92337
909-200-8477

Should you have any questions please feel free to contact us at your earliest convenience.

Thank you,
Cecilia Rienton
CSA
ModSpace
11115 Hemlock Ave.
Fontana, CA 92337
909-201-9022
www.modspace.com

BY

DATE

COPIES TO

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MODULAR SPACE CORPORATION

This Agreement is entered into this 23rd day of April, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Modular Space Corporation, hereinafter called "Contractor."

"Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and;

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing a customized mobile building.

Now, therefore, it is agreed by the parties to this Agreement as follows

Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A – Services
- Exhibit B – Payments and Rates
- Attachment I – § 504 Compliance
- Attachment IP – Intellectual Property

1. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS (\$594,754). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be beginning April 24, 2018. Schedule will be provided upon contract execution.

4. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment

for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However,

Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the

right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy. Subconsultants must also comply with all requirements of this RFP.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 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 the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material

breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay

the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records: Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law: Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed

below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sam Lin, Capital Project Manager
Address: 1402 Maple Street, Redwood City, CA 94063
Telephone: (650) 369-4715
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Frederick Rienton, Construction Manager
Address: 11115 Hemlock Avenue Fontana, CA 92337
Telephone: (909) 574-1465 ext. 87927

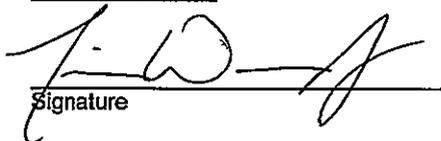
17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Signature

4/27/2018
Date

TIMOTHY W. JARADY
Print Name
DIRECTOR OF SALES
Title

For County of San Mateo:


Department Head Signature

5-3-18
Date

Deborah Bazan
Print Department Head Name

EXHIBIT A

Building Specifications

Project Information		Quantity:
Job Name: County of San Mateo		1
Size: 48 x 60	Wind Load: 80 MPH	<u>STATE APPROVALS</u>
Area: 2880	Floor Load: 100#	<input checked="" type="checkbox"/> CA-HCD <input type="checkbox"/> CA - DSA
Occupancy: A3	Roof Load: 20#	<input type="checkbox"/> AZ <input type="checkbox"/> NM
Construction: VB	Slope Type: Complex	<input type="checkbox"/> NV <input type="checkbox"/> UT
Seismic Zone:	Roof Pitch: .25" : 12"	<input type="checkbox"/> CO <input type="checkbox"/> TX
Zip Code: 94044	WUI: No	<input type="checkbox"/> Other
Climate Zone: 3	Sprinklers: N/A	<input type="checkbox"/> Factory Standard
Foundation: Permanent		<input checked="" type="checkbox"/> Dealer Specifications

CODE COMPLIANCE AND APPLICABLE STANDARDS:

California:

2016 Building Administrative Code (CAC), Part 1, Title 24 C.C.R.

2016 California Building Code (CBC), Volumes 1 & 2, Part 2, Title 24 C.C.R.

(2015 International Building Code Volumes 1-2 & 2016 California Amendments)

2016 California Electrical Code (CEC), Part 3, Title 24 C.C.R.

(2014 National Electric Code & 2016 California Amendments)

2016 California Mechanical Code (CMC), Part 4, Title 24 C.C.R.

(2015 IAPMO Uniform Mechanical Code & 2016 California Amendments)

2016 California Plumbing Code (CPC), Part 5, Title 24 C.C.R.

(2015 IAPMO Uniform Plumbing Code & 2016 California Amendments)

2016 California Energy Code, Part 6, Title 24 C.C.R.

2016 California Fire Code, Part 9, Title 24 C.C.R.

(2015 International Fire Code & 2016 California Amendments)

2016 California Green Building Standards Code, Part 11, Title 24 C.C.R.

2016 California Referenced Standards Code, Part 12, Title 24 C.C.R.

NFPA 13 Automatic Sprinkler Systems 2013 Edition (where applicable)

NFPA 72 National Fire Alarm Code 2013 Edition (where applicable). (Note: See UL Standard 1971 For "Visual Devic

MODULES

- (4) 12' X 60' Perimeter Frame with C8X11.5 Mainrails. (4) New Axles and Detachable Hitch
(New Tires)
- (2) Additional New Axles with New Tires
(New Tires) Side wall units



FLOOR

- Z7x2x11GA joists at 24" O/C (12' X 60' Modules)
- R-30 Unfaced Insulation
- 3/4" Tongue and Groove Plywood Decking
- Reinforced Plastic Bottom Board Weather/Rodent Barrier
- 1/8"x12"x12" Vinyl Composition Tile with 4" Rubber Topset & Heat Welded Sheet Vinyl with 6" Self Cove in Restrooms
- 24"x24" Pat Craft Modular Carpet Tiles with 4" Rubber Topset base

EXTERIOR WALLS

- Endwall Type 1: 2x6 at 16"O/C, R-19 Unfaced Insulation, 15/32" Duratemp
- Sidewall Type 1: 2x6 at 16"O/C, R-19 Unfaced Insulation, 15/32" Duratemp
WITH BUILDING WRAP UNDER SIDING
- 1/2" VCG
- 4"X7/16" Factory Standard Trim
(top & center band, doors, windows, corners, and modlines)
- 8"X7/16" Factory Standard Trim
(bottom band)

INTERIOR WALLS

- 2x4 at 16"O/C - 11' High Walls
- R-11 Unfaced Insulation
- 1/2" VCG
- 1/8" FRP over 1/2" MR Gyp
(ceiling height in restrooms)
- Vinyl Inside Corner Trim
- Vinyl Outside Corner Trim
- (32) LF - blocking

ROOF

- Roof Rafters: 2x6 at 24"O/C (12' X 60' Modules)
- 2880 SF of R-30 Unfaced Insulation
- 2880 SF of R-19 Unfaced Insulation
(Sound Batt laid over ceiling tile)
- 2736 SF 2x4 Armstrong 755B Ceiling with HD Prelude XL Ceiling Grid - Room
to Room
(8' nominal ceiling height)



- 144 SF 2x4 Armstrong 2910 Ceiling with HD Prelude XL Ceiling Grid - Room to Room
- (8' nominal ceiling height) Restrooms
- 1/2" OSB Roof Decking
- .045" White EPDM With 1/4" Densdeck
(Upgrade to .60 mil White TPO with 15 year Extended Warranty)
- (6) 20# 60' Dual Sloped Clearspan Truss
- (12) 3x3x3/16 TubeSteel Roof Beam Support Posts
- (4) 3x3x1/4 TubeSteel Roof Beam Support Posts
(Intermediate Support posts at Steel Gate and Accordion Door)
- (22) (LF) 2x Leveling Header with All thread and nuts
(For future Accordion Door provided on site by dealer)
- (8) (LF) 2x Leveling Header with All thread and nuts
(For future Steel Gate provided on site by dealer)

EXTERIOR DOORS

- (2) 3070 18 GA. Steel Door w/ 16 GA. KD Frame
- (1) 6070 18 GA. Steel Door W/ 16 GA. KD FRAME
- (4) Von Duprin 22L Panic Hardware:
- (4) Yale 2701 Closer

INTERIOR DOORS

- (2) 6070 Prefinished Woodgrain Solid Core Double Doors w/ Timely Frame
- (5) 3070 Prefinished Woodgrain Solid Core Door w/ Timely Frame
- (5) Tell Standard Duty Commercial Grade 2 Passage Leverset - LC2675CTL26D
- (2) Tell Standard Duty Commercial Grade 2 Privacy Leverset - LC2676CTL26D
(Restrooms)
- (6) Yale 2701 Closer
- (2) Top and Bottom thru bolt

WINDOWS

- (10) 4030 Dual Glazed Low E Horizontal Sliding Window with White Vinyl Frame
- (10) 1" Horizontal Aluminum Mini Blinds

ELECTRICAL

- (4) 125 Amp 1 Phase Ext. Mounted Panel w/ MCB



- EMT Conduit Raceway
- (32) Duplex 15A Receptacle - for Conduit
- (3) Duplex GFCI Recept - for Conduit
- (2) Weather Proof Exterior GFCI Recept w/ In-Use Cover
- (2) Dedicated Duplex 20Amp Recept - for Conduit
- (4) Floor Quad Recept w/ Plastic Box and Cover - with 1/2" conduit run to the nearest wall and stubbed to attic
- (1) Dedicated Duplex 20Amp Recept - for Conduit
(For Future FACP by dealer on site)
- (3) Single Switch
- (32) 2x4 LED Recessed Troffer
- (6) Exit Light w/ Battery Back-Up
- (10) Dual Head Emergency Light
- (4) Exterior LED Wallpack 30W 2000lm w/ photocell
- (16) 4x4 J-Box w/ conduit stub and pull string to attic space
- (1) 6x6x6 Telephone/Data Inlet Box (w/ 2 runs of 3/4" conduit and pull string to attic space)
- (2) Wall Mounted Occupancy Sensor
(Restrooms)
- (11) 4x4 J-Box w/ conduit stub and pull string to attic space
(For future Fire Alarm Devices, provided by Dealer on site)
- (1) Lighting Controls Package
- (1) LMCT-100 Digital Wireless Configuration Tool

PLUMBING

- (2) HDCP Floor Mount Tank Type Water Closet
- (2) HDCP Wall Mount Lavatory
- (1) Single Bowl Stainless Steel Kitchen Sink
- (1) 10 Gallon Electric Water Heater
- (2) Bobrick B-165 Mirror 18x36
- (2) 100 CFM Fan
- (2) Handicap Restroom Sign
- (2) Handicap Grab Bars
- (2) Bobrick B-2111 Soap Dispenser
- (2) ADA Recessed Sgl Roll Toilet Paper Dispenser (Bobrick 663 or equal)



- (2) Bobrick B-369 Paper Towel Dispenser w/ Waste Receptacle (Recessed)
- (2) Bobrick B-221 Seat Cover Dispenser
- (1) Bobrick® ConturaSeries® Surface Mounted Sanitary Disposal - B-270
- (2) Bobrick® B-489179 Heavy-Duty Clothes Hook w/ Exposed Mounting
- (2) "KOALA" KB-200 Baby Changing Station, Horizontal
- (2) Floor Drain
- (5) Plumbing Drop - ABS
- (8) LF 2x4 Plumbing Wall
- (1) 1/2" Cold Water Line in Recessed Box with Shut off Valve
- (1) Haws Hi/Lo ADA Drinking Fountain, Barrier Free

MECHANICAL

- (4) 3.5 Ton Wall Mount Heat Pump - 230v 1 Phase with 4kw Heating, Ducted Supply, Ducted Return, and Standard Single Stage Programmable Backlit T-stat - Braeburn #2200NC.
CRV included with unit
- With 48 LF Plenum Wall
- (4) Smoke Duct Detector

CASEWORK

- 8 LF Plastic Laminate Base and Upper Casework with 25" Countertop and 6" Splash

MISCELLANEOUS

- (720) Closeup
- (30) Shipping Walls
- (4) Semi-Recessed Fire Extinguisher Cabinet with 10# ABC Extinguisher



Scope of Work

Description	Details	Excluded	ModSpace	Client
Building				
48 x 60 modular building	new modular building HCD approved.		X	
Transportation				
Deliver units	Transport modular units including route surveys and permits from Factory to the project site.		X	
Installation				
Building Setup (Truck Set)	Provide required labor, materials and equipment to truck set the modular units onto the building foundation		X	
CP pier system	Furnish and install "CP Pier" System or Equal. Contractor shall provide clamp for attachment to the building as required by code and manufacturer's instructions.		X	
Axles/Tires	Axles and Tires shall remain on building. (removal or disconnection will be extra cost)	X		
Pressure Treated Pads and steel piers	Furnish and install single pad and standard set pier not to exceed 36" threshold height.		X	
Remove Hitches	Hitches shall remove and stored under the building. (haul off and stockpile to the site will be extra cost)		X	
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".		X	
Gutter/Downspouts	Furnish and install continuous aluminum gutters and downspouts to grade on a concrete splash block	X		
Skirting				
Skirting Framing and Face Material	Furnish and install Treated Wood Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be same as exterior		X	



Description	Details	Excluded	ModSpace	Client
	furnished by the building manufacturer or others as outline in the building specification.			
Steps / Ramps				
Galvanized Step, and Ramp: 7 ft. x 10 ft. upper landing, 4 ft. x 1 ft. intermediate landing, 4 ft. x 42 ft. ramp with integrated toe + step attachments @ 4 ft. wide with 4 ft. x 1 ft. level landing and 5 ft. x 7 ft. upper landing.	Prefabricated Galvanized Single door landing Step and Double Door Landing Ramp Shall be Provided with Layout only, Design and Engineering will be extra cost. Provide labor, materials and equipment to fabricate, ship, unload, layout on site, install and inspect step and ramp as required. Step and Ramp to be installed directly on grade. Does not include below grade footings. Any transition from bottom or ramp or steps to existing site if needed will be extra cost.		X	
General Conditions				
Architectural Design	Architect of Record, including but not limited to modular building and other building drawings.	X		
Modular Building Drawings	Modular shop drawings, State 3rd party approved in accordance with applicable state and national model codes and project requirements		X	
Structural Engineering	Complete structural site foundations (slab on grade, footing and any associated site requirements). All drawings shall be in accordance with applicable codes and project requirements	X		
Structural Engineering - CP pier system Foundations	Foundation structural drawings in accordance with applicable project and code requirements. Above Grade Foundation Design will require approval from AHJ.	X		
Mechanical / HVAC Engineering	Complete HVAC drawings with exception to the building envelope plans and schematics provided by the modular building manufacturer. All drawings shall be in accordance with applicable codes and project requirements	X		
Electrical Engineering	Feed from DP's to MDP	X		
Plumbing Engineering	Manifold to Single POC	X		



Description	Details	Excluded	ModSpace	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	
Sales Tax			X	
Prevailing Wage	Non-Union / Prevailing Wage		X	
Permits	Fee's and submittals except for modular building state approved drawings only.	X		
Building Permits		X		
Site Permit		X		
Foundation Permit		X		
Electrical Permit		X		
Plumbing Permit		X		
Fire Suppression Permit		X		



Description	Details	Excluded	ModSpace	Client
HVAC Permit		X		
Site Clean Up Labor	For clean-up of ModSpace scope of work and debris only	X		
Building Clean Up Labor	For clean-up of ModSpace scope of work and debris only		X	
Final Building Cleaning & Polish	Final clean-up for ModSpace scope of work and debris only	X		
Temporary Stairs	Unload and attached stairs as required on buildings	X		
Dumpsters	Client to provide dumpsters for all shipping materials being removed from modular buildings.	X		
Portable Restroom Stalls		X		
Portable Hand wash Stations	For ModSpace workers only per OSHA	X		
Temporary Generator for Proposed Buildings		X		
Safety & PPE			X	
Construction Fencing	6' Chain link construction fence with a minimum of (1) locked double gate	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		
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		
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 ModSpace 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		



Description	Details	Excluded	ModSpace	Client
Concrete Testing	Provide labor and materials to complete slump and compressive testing in accordance with code and project requirements	X		
Project Manager	ModSpace 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	
Project Superintendent	ModSpace Project Superintendent will be on site daily during when any work is being complete on-site by ModSpace. The Project Superintendent is responsible for managing day to day ModSpace project activities, coordination and communication with ModSpace Project Manager and Other Project Superintendents	X		
QA/QC Manager	The QA/QC manager is responsible to review the drawings, specifications and submittals to insure all work in in accordance with applicable documents and codes. This person shall enforce a QA/QC plan and coordinate any code or client inspections. At ModSpace option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by ModSpace	X		
Safety Manager	The Safety Manager is responsible to enforce OSHA, EM385 and ModSpace's Safety Procedure/Plan. This includes tool box meetings, safety planning and safety enforcement. At ModSpace option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by ModSpace	X		
Site Security	Client is responsible for overall project site security. ModSpace to secure buildings during non-working hours.	X		
Operation & Maintenance Submittals/Manuals	ModSpace Project Manager will turn over to the client all O&M manuals in a binder and tabbed		X	
Safety Plan	ModSpace will have on site available a safety plan. All ModSpace contractors shall be responsible for understanding the requirements outlined in the safety manual in accordance by OSHA, EM385 and/or ModSpace Safety Manual as required.	X		
QA/QC Plan	ModSpace will have on site available a QA/QC plan. All ModSpace contractors shall be responsible for	X		



Description	Details	Excluded	ModSpace	Client
	understanding the requirements outlined in the QA/QC manual as required.			
Warranty	ModSpace Project Manager will turn over to the client all necessary warranty documents as required by the project documents.		X	
Building and Equipment Training	All ModSpace Subcontractors and Manufacturer shall provide to the client the necessary on-site training for the operation of the building and equipment installed	X		
SITE Preparation				
SITE Preparation		X		
Foundations				
Foundations and Footings		X		
Vapor Barrier In Crawl Space	Furnish and install 6Mil plastic vapor barrier with a minimum 12" overlap and seams taped.	X		
Slabs, Sidewalks, Pads and Curbs		X		
Site Installed Exterior Finishes				
Site Installed Exterior Finishes		X		
Site Installed Building Design Features				
Site Installed Building Features - Lump Sum		X		
Master Key System	Master Keying Shall be Furnish and Installed by Client	X		
Finishes - Site Installed				
Finishes - Site Installed		X		
Specialties - Factory or Site Installed				
Interior scissor gate	8 ft. wide x 8 ft. high (nominal) includes single sliding, mortise hook lock with keyed cylinder, black finish and top and bottom track with ball		X	



Description	Details	Excluded	ModSpace	Client
	bearing rollers. (lower track will fold up for clear access)			
Operable "manual" Partition	Hufcor series 641 operable partition system. One approximately 22 ft. wide x 8 ft. high, sound transmission class: STC 54, side stacking, individual trim panels, Hufcor 26 white painted aluminum track system directly attached to wood beam, standard hufcor fabric color card, trim color hufcor grey, brown or lamb wool, top seal are horizontal retractable seals with 1" nominal operating clearance, and bottom seals are horizontal retractable seals with 2" nominal operating clearance. standard design and construction of the hufcor operable wall system.		X	
Fire extinguisher		X		
Interior Signage	All labor and materials to supply and install interior signage. Except for restroom this is included.	X		
EQUIPMENTS		X		
FURNISHINGS & FURNITURES		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, compaction.	X		
Plumbing Water Service - Mani folding	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 Crossover Connections at the Mate line	Building manufacturer shall furnish all install all water lines to each fixture as required by code. The building manufacturer shall terminate water piping at the modular mate line and allow enough work area for a cross-over connection. ModSpace plumbing contractor shall provide the labor and	X		



Description	Details	Excluded	ModSpace	Client
	materials to complete the water line connection at the mate line.			
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, compaction.	X		
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 including 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		
Fire Sprinkler Main Service Line	Provide labor, materials and equipment to load, deliver, unload, install and inspect the fire water from the existing source to a single designated location in the proposed building riser flange 1'-0" AFF. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	X		
Fire Pump	Furnish and install fire pump as required by code	X		
HVAC				
HVAC Equipment	Supply and Deliver to site rooftop mechanical equipment.	X		
Test HVAC Units	Test HVAC units for proper operation as part of close-out and client turnover only.		X	



Description	Details	Excluded	ModSpace	Client
Measured Test and Balance		X		
Certified Test and Balance	Field Test and balance HVAC units for proper operation as part of close-out and client turnover. Provide Certified Balancing Report.	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		
Electrical Service - Proposed Building to 5'-0"	Complete electrical service in the proposed building to a Main Distribution Panel (MDP) or Disconnect installed in or on the proposed building. Excludes excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins, beyond the proposed MDP or Disconnect.	X		
Install Ship Loose Exterior Lights	Building manufacturer shall provide the materials for the specified lights. Any labor, tools, fees to install the Ship loose light is the responsibility of ModSpace electrical contractor.		X	
Electrical Crossover @ Mate Lines	Building manufacturer shall furnish all install all branch circuits from the individual devices and terminate at the mate line with "quick-connects" of in a junction boxes as required by code. The building manufacturer shall leave enough wire to cross the building mate line and allow for a crossover connection. This additional wiring shall be coiled up and properly marked to by the manufacturer. ModSpace Electrical contractor shall uncoil the wire, fasten per code, make necessary slices/connections and test to insure the circuit is properly working		X	
Telephone, Data, TV				
Telephone, Data, and TV		X		
Security				
Security		X		
Fire Alarm				



Description	Details	Excluded	ModSpace	Client
Fire Alarm	Provide and install one fire alarm panel, one annunciator, two manual pulls, six smoke detectors, eight smoke alarm, one CO detector in corridor, monitor module for CO detector, four horn strobes, 10 strobes, one power supply, open cable as necessary, pre and final test, design, and submittals. (This is our stand alone and standard specs for fire alarm system)		X	
<u>Public Address, Mass Notification</u>		X		
ALTERNATES				
OPTION - Modular building CP pier foundation Design				
CP pier system foundation design and engineering	State approved foundation system		X	
OPTION - Additional Ramp				
Additional Ramp at 36 inches threshold height	5 ft. x 7 ft. upper landing, 4 ft. x 1 ft. intermediate landing, 4 ft. x 42 ft. ramp with integrated toe. (ramp in lieu of stair from the base bld)		X	
Delivery and Installation			X	
OPTION - Ramp & Stair Design and Engineering				
Standard Ramp & Stair Design and Engineering	This exclude site specific design and engineering		X	



Proposed Schedule

Description	Duration	Start	Finish
Notice to Proceed	TBD		
Submittals and Long lead item approval	2 weeks		
Client review, redline and approval without resubmission	1 week		
State of California (housing community development approval)	3 weeks		
Material procurement	6 weeks		
Modular Fabrication (all depending on approval and workload at the time of contract)	5 weeks		
Delivery of Modular	4 days		
Set up of modular building	1 week		
Seam/bolting/close up of modular	1 week		
Measurement of Ramp & Stair, Interior Gate and Partitions	1 day		
Fabrication of Ramp & Stair, Interior Gate and Partitions	10 weeks		
Installation of Ramp & Stair, Interior Gate and Partitions	3 days		
Substantial Completion walk-thru & punch list	3 days		
Punch list correction (if any)	3 days		
Occupancy by client	1 day		
Note: All weeks & days provided are week days from 7 am to 3 pm. (if weekend work is required it will be extra cost)			



Project Clarifications

Technical Clarifications
General Construction: This proposal is based on ModSpace 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 ModSpace.
ModSpace'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.
ModSpace 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.
ModSpace will provide all permits necessary for the manufacture and delivery of the modules to the site.
ModSpace will Facilitate Permit Coordination, Payment for Permits to Government Agencies Shall be Provided Directly by Customer
All dimensions provided are nominal.
ModSpace is providing manufacturers shop drawings only. Any other drawings, certifications and/or tests required are to be supplied by others
ModSpace 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 ModSpace 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 ModSpace 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.



Technical Clarifications
The pricing provided herein is based on Non-Union Labor with DOL Prevailing Wage
The Customer shall be responsible for site security.
NOTE: "others" denotes not by ModSpace, or its agents, employees and/or subcontractors.
ModSpace will not accept directive change orders, we will perform only a signed change orders.
If it not written in our proposal or building specification It is not included.
ModSpace warranty is at the time of substantial completion, not at the end user's occupancy date.
ModSpace can only let other vendors or subcontractors perform work after the client signed our substantial completion form.
Client will need to review our inclusion and exclusion as we do not completely comply with the RFP requirements. ModSpace written proposal inclusion are slightly different than the RFP.
<p>Schedule:</p> <p>Assuming ModSpace receives a mutually agreeable and executable contract no later than TBD, ModSpace will complete project approval drawings and submit colors samples by TBD. Based on ModSpace, receiving from the client and all regulatory agencies approved customer drawings and color samples on or before TBD, the modular units will be fabricated, delivered and installed in accordance with our contract on or about TBD. ModSpace shall not be responsible for any project delays resulting from work performed by others or in accordance with the force majeure clause contain in the contract. Any delays on the above listed dates could result in a project delay that may or may not be a day for day.</p> <p>The ModSpace proposal is based on a standard 40-Hour work week. Overtime, weekend or holiday labor, if required, may result in additional costs.</p> <p>Building:</p> <p>The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.</p> <p>Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, and other minor repairs.</p> <p>Proposed building does not include exterior Fire Rated assemblies. If Fire Rated assemblies are required, due to the location of the module(s) to existing/proposed buildings and/or property lines, ModSpace will provide at an additional cost.</p>



Technical Clarifications
Excludes: floor sloping to drains, Climate zone more stringent than zone 14, any and all county code requirements, all local fire and health code requirements, seamless gutters and downspouts, window security bars, all low voltages, power poles for future work station/cubicles, any STC rated walls or ceiling, 25 year roof warranty, fire sprinkler system, fire rating of any interior or exterior walls, roof, floor and any requirements, connection and extension of all utilities on site, awning, signage, and any type of delay that will cause to store the buildings.
Excludes: Lateral bracing and rod stiffeners, design build insurances, Trapeze assemblies or other strut assemblies to avoid MEP or other obstruction, field painting for partition and gates, fire coating or mono coating replacement, all alcoves, pocket doors and inset pass doors, demolition, NAUF medium density fiberboard panel face, 8 lbs./sq. Ft. maximum panel weight, full leaf butt hinges, exposed track soffit and other special requirements that is not in our proposal.
ModSpace will not accept directive change orders, we will perform only a signed change orders.
If it not written in our proposal or building specification it is not included.
Under Fire/Life/Safety ModSpace has included only stand-alone Fire Alarm system, any other scope of work is not included.
ModSpace will not accept directive change orders, we will perform only a signed change orders.
Modspace did not include any site-specific safety plan, but ModSpace has standard JHA (Job hazard analysis) once we start the setup of units.
Excludes any safety plan and quality control plan. If needed ModSpace will provide cost once awarded of the project.
Site: ModSpace assumes the minimum required distance from any and all assumed and/or common property lines.
ModSpace 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.
ModSpace assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required.
Site work removal or relocation of obstructions (above or below ground) is not in the contract. Standard "ROCK CLAUSE" applies.
Assume level site within 2" over total area of complex.



Technical Clarifications
ModSpace for reasons of safety and schedule considerations fully expects that the portable site be clear of all other trades 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.
Excavated dirt shall be stockpiled on site for removal by others.
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.
Suitable and acceptable access to the site for the module size(s) to be provided.
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
ModSpace 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.
All site related requirements will be provided by others not ModSpace.
ModSpace will not accept directive change orders, we will perform only a signed change orders.
Modspace did not include any site-specific safety plan, but ModSpace has standard JHA (job hazard analysis) once we start the setup of units.
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.
ModSpace 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



Technical Clarifications
Customer shall advise ModSpace at least five (5) working days prior to pouring concrete foundations so that CP system may be coordinated or install in concrete at time of pour. Failure of the Customer to provide such notification will result in increased costs to, and payable by, the Customer for additional anchoring construction.
ModSpace assumes that the site will have 2 inches of slab and ModSpace is not responsible for any cracking or replacement.
Building Installation/Setup: Placement of module(s) to be accomplished by the use of truck
Wheels and axles to remain and stored under module(s). Hitches will be removed and stored under module(s).
Steps and Ramps: Steps and Ramps are per DOR only.
Transition from edge/end of ramp will be done by others.
Electric: Modular Buildings will have 4 subpanels that will need to be extended to POC by others.
Public address consists of J-boxes and empty conduit with fish wire – Materials and labor to install the system by others
Phone and Data systems consists of J-boxes and empty conduit with fish wire – Materials and labor to install the system by others
Plumbing: Multiple potable water and sanitary sewer through floor-utility connections to these drops and extensions furnished and installed by others.
Heat tracing/insulation of exposed potable water/sanitary sewer piping is by others.
Mechanical: Sprinkler system will be installed and certified to termination point(s) under structure. Connection(s) including certification, switches, valves and all other related items and incidentals are the responsibility of others.
HVAC wall mounted units are capable of providing modular standard function, base on location of the thermostat. This does not comply with zoning requirements and balance control similar to rooftop units.
H.V.A.C. balancing by others.

Exhibit B (Fee Schedule)

In consideration of the services provided by proposer described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor a lump sum fee based on the following fee schedule and terms (please provide pricing in accordance with the table below):

Item	Price
Building	\$372,589.87
Transportation	\$17,863.25
Installation	\$34,370.90
Skirting	\$5,773.86
Total - Building / Delivery / Install	\$430,597.88
Steps / Ramps	Included
General Conditions (including building engineering)	\$41,704.92
Specialties – (security gate & operable partitions)	Included
HVAC	Included
Electrical (site install ext. lights ship loose)	Included
Fire Alarm (stand-alone)	Included
Total Additional Items	\$155,367.03
Bond Cost (\$15/\$1,000)	\$8,789.47
TOTAL	\$594,754.39

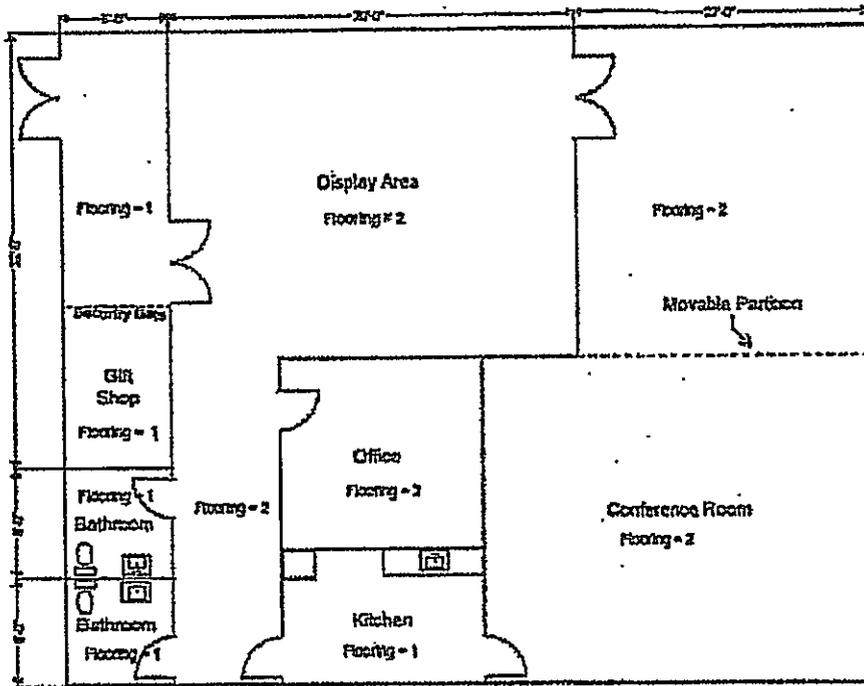
End of Exhibit B (Fee Schedule)



EXHIBIT C

Proposed Drawings
Modular Building:

48"x 60"



Ramp layout:

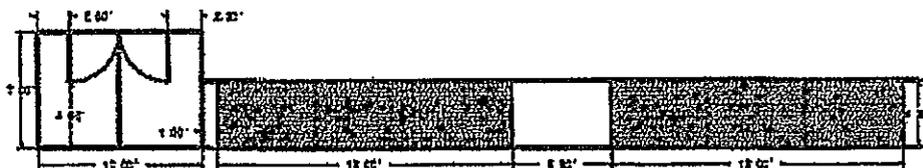
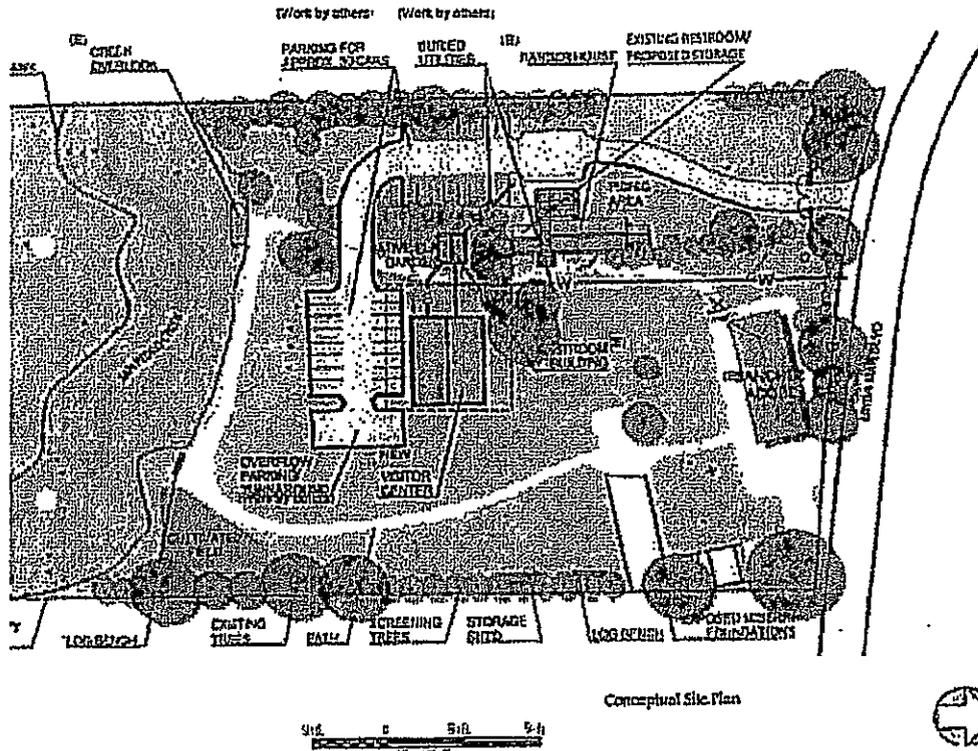


EXHIBIT D (Conceptual Site Plan)



END OF EXHIBIT D

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of, for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Kim Prock

Name of Contractor(s):

Modular Space Corporation

Street Address or P.O. Box:

1200 Swedesford Rd.

City, State, Zip Code:

Berwyn, PA 19312

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Kim Prock

Title of Authorized Official:

Director Emp Relations & Engagement

Date:

4/26/2018

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Issued by County of San Mateo Contract Compliance Committee August 5, 2013

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **Attachment IP (Intellectual Property Rights)** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

RESOLUTION NO. 075847

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION AUTHORIZING THE DIRECTOR OF PROJECT DEVELOPMENT UNIT
OR HIS/HER DESGNEE TO EXECUTE AN AGREEMENT WITH MODULAR SPACE
CORPORATION TO SECURE THE PROCUREMENT OF THE MOBILE BUILDING IN
AN AMOUNT NOT TO EXCEED \$594,754**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, The County of San Mateo Parks and Recreation Department enlisted PDU's assistance in obtaining a new Visitors' Center for the Sanchez Adobe Park located at 1000 Linda Mar Blvd, Pacifica, CA. The San Mateo County Project Development Unit in collaboration with the Parks and Recreation Department will provide project management oversite of the Project; and

WHEREAS, The new Sanchez Adobe Visitors' Center will enhance the educational experience while visitors explore the former Mission Delores Outpost (1786) and adobe residence (1842) of Don Francisco Sanchez; and

WHEREAS, Sanchez Adobe hosts many field trips and special programs such as the annual Rancho Day in September. The visitors' center will be designed to educate visitors and students about the colorful history of the location through interactive events such as brick making and corn grinding demonstrations; and

WHEREAS, On December 19, 2017, the PDU published a Request for Proposals for the services of a mobile building vendor for a 48' x 60' modular building.

On February 9, 2018, one mobile building vendor proposal was received and submitted by ModSpace at a cost of \$594,754; and

WHEREAS, executing the agreement with ModSpace for the purchase of the mobile building contributes to the Shared Vision 2025 outcome of Collaborative Community by reducing the amount it would cost for new construction.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorize an agreement with Modular Space Corporation to secure the procurement of the mobile building in an amount not to exceed \$594,754.

* * * * *

Regularly passed and adopted this 24th day of April, 2018

AYES and in favor of said resolution:

Supervisors: _____ *DAVE PINE*
_____ *CAROLE GROOM*
_____ *DON HORSLEY*
_____ *WARREN SLOCUM*
_____ *DAVID J. CANEPA*

NOES and against said resolution:

Supervisors: _____ *NONE*



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors