

Proposed Drawings

Attached separately, similar to first project at Washington Avenue School.

Building Specifications

<i>Building Section</i>	<i>Description</i>
	<i>Perimeter Frame building with VCT flooring</i>
<i>Floor</i>	<i>New Building is constructed to be bottom of two story building. PLEASE NOTE 2nd Story would need be constructed before any code changes otherwise both stories would need to be upgraded to new code.</i>
<i>Wall</i>	<i>Interior- VCG -Vinyl Covered Gypsum</i> <i>Exterior- Hardi Panel</i> <i>Skirting- Hardi Panel &/or Vinyl</i>
<i>Doors</i>	<i>Interior- Hollow Core 6 panel Door with Steel Jamb</i> <i>Exterior- 36" x 80" Steel door</i> <i>with 6" x 30" view block</i>

<i>Roof</i>	<i>.045 Black EPDM, Ridge Beam Construction</i>
<i>Ceiling</i>	<i>2' x 2' T-Grid Acoustical Ceiling Finish, 8' 0" above finished floor</i>
<i>Plumbing</i>	<i>2 Restroom single station Handicap</i>
<i>Electrical</i>	<i>Two Standard 100 AMP 240V subpanels Interior T Grid type Fluorescent Lights Exterior porch lights by egress doors Emergency Light/Exit Signs at egress points 10 Junction Boxes & conduit for Customer devices 2 GFI Receptacles, 1 exterior w weatherproof cover</i>
<i>HVAC</i>	<i>Two- 3 Ton Wall Mounted Units Two Digital Thermostats</i>
<i>Windows</i>	<i>36" x 60" Bronze Metal Frame & Low E Insulated Glass Vertical Sliding Tinted Insulated (Egress) With Vinyl Mini Blinds</i>
<i>Cabinets</i>	<i>None quoted</i>

Insulation

Exterior Wall R-19 Kraft

Floor includes R-30 Kraft

Roof includes R-49 Kraft

Sound Reduction Batons R-11 in all interior walls

Scope of Work

I. Design and Engineering Phase

Complete engineered drawings and shall include the following:

1. Floor Plans
2. Elevations
3. Reflected Ceiling Plans
4. Roof Plan
5. Building Details and Cross Sections
6. Electrical Floor Plans
7. Plumbing Schematic
8. A registered professional engineer licensed in the applicable state shall seal shop drawings.
9. Obtain third party approval in accordance with the applicable state modular program.
10. Foundation Plans for classrooms and additional decks, steps and ramps for 1 story classrooms.

II. Manufacturing Phase

1. Provide Labor and Materials in accordance with the enclosed Willscot proposal
2. Transport modular units from the Manufacturer's facility to the project site
3. Shuttle modular units from the staging area to the project site. Staging area shall be a maximum of 1/8 mile from the project site.

III. Setup and Site Work Phase

General Conditions:

1. Dumpsters – By Customer
2. Project management
3. Construction cleaning – Willscot debris only

Site work:

1. Furnish and install an in ground foundation system based on footers with weld plates, provided it is accepted by local ordinances.
2. Truck set of complex and seam interior and exterior, remove axles, wheels, & hitches and install anchors and /or weld plates.
3. Install factory painted Hardi panel siding around all 4 sides.
4. Install cross drive anchors for tie downs.
5. Install pressure treated wood for decks, steps and ramps for ADA and OSHA compliance at egress points of entry with canopies made of same with a rubber roof and gutters with leaders to a splash block. Note: leader system to grade may change based on civil drawings. All decks, steps, ramps, and canopies to have in-ground footers.

Building Installation:

1. Strip shipping materials from modular units and dispose in Customer provided dumpster.
2. Prepare modular units for truck setup of double wide.
3. Truck set and Trans lift setting of modular units on foundation piers.
4. Complete all interior and exterior seams on the mate lines.
5. Furnish and install 16 cross drive earth anchors with straps to the proposed modular buildings.
6. Skirt modular units.

Decks, Steps and Ramps:

1. Furnish and install (2) 5'-0" x 5'-0" platform decks with steps OSHA compliant at side egress points with canopies.
2. Furnish and install a 6' x 8' deck with steps and a straight 4' x 18' ramp to a 5' x 10' resting platform switchback to a 4' x 18' ramp to grade including canopy.

Thermal and Moisture Protection:

1. Not applicable.

Finishes:

1. Furnish and install acoustical and/or sea spray ceilings.
2. Furnish and install 5/8" vinyl covered gypsum wall board.
3. Furnish and install VCT (vinyl composition tile).

Mechanical and Plumbing:

1. All connections of Building HVAC and plumbing as required.
Spring Garden prepare for future 2 story units. Saw cutting of asphalt

Excavation and backfill and patching of asphalt not covered by units

Core drill wall and connect to nearest code compliant sanitary and water.

Connect unit and test
Excludes permit fee, landscaping, and overtime labor.

Electrical:

1. All connections of Building electrical panels as required, including any electrical crossovers for power and lighting as required.
2. Power for new double wide classrooms at Spring Garden from existing MDP at school.
3. Stand-alone fire alarm system for double wide classrooms by CUSTOMER.
4. Provide empty 2" conduit with drag to be stubbed under trailer for use by others.
5. Assumes all existing panels that will be utilized are functioning properly.
6. All wiring as per NEC.
7. Excludes cutting, patching, painting, roof penetration, concrete work, engineering, excavating, and backfill.
8. Excludes permit fees, utility fees, dumpster fees or overtime labor.
9. Standard system checkout and inspections as typical.

Delineation of Responsibilities

No.	Tasks	Delineation of Responsibility			
		Customer	Willscot	NIC	Notes
General Conditions					
1	Permits-State	X			
2	Permits-Building Transportation		X		
3	Permits-Electrical	X			
4	Permits-Plumbing	X			
5	Permits-Occupancy	X			
6	Temporary Security Fence	X			
7	Temporary Heat	X			
8	Temporary Lighting	X			
9	Dumpsters	X			
10	Signage	X			
11	Site Cleanup	X			
12	Tax	X			
13	Bid Bond			X	
14	Performance and Payment Bond			X	
15	Portable Restrooms During Construction	X			
16	Construction Office	X			
17	Phone and Data Service for Construction		X		
18	Project Supervision and Management		X		
Architecture and Engineering					

WILLSCOT

1	Modular Building Engineering		X		
2	Foundation Engineering	X	X		Civil information by Customer. Concrete in ground footings.
3	Civil Engineering	X			
4	Site Utility Engineering	X			
5	Storm Water and Erosion Control Plan	X			
6	Surveying	X			
7	Locate Building Benchmark	X			
8	Soil Testing	X			
Building					
1	Building Manufacturing		X		
2	Building Certification		X		State approval only
3	Building Transportation to the Site		X		
4	Building Removal			X	
5	Building Return Transportation			X	
6	Floor Covering		X		
7	Siding		X		
8	Acoustical/Sea spray Ceiling		X		
9	Exterior Lights on the Building		X		
10	Window Coverings		X		
11	Gutters and Downspouts		X		
12	Furniture	X			
13	Accordion Partition			X	
14	Chalk/Tack Boards	X			

15	Custom Casework			X	
16	Elevator			X	
17	Final Building Keying	X			
Building Installation					
1	Truck set & Trans lift Setup per Scope of Work Crane set Customer owned Ball field Building		X		
2	Interior and Exterior Seam		X		
3	Level Modular Units		X		
4	Anchor Modular Units		X		
5	Skirt Building		X		
Decks, Steps, Ramps and Canopies					
1	(2) Egress Steps with canopies.		X		Set on Grade, Standard in ground footers
2	Main entry deck, steps, ramp with canopy.		X		Set on Grade, and standard in ground footers.

Sitework					
1	Site-Cleaning & Demo	X			Customer to make site accessible and free of any and all obstructions.
2	Site-Grading	X			
3	Site-Fill & Compact	X			
4	Site-Pave, Curb, Stripe	X			
5	Site-Storm Water Mgmt.	X			
6	Site-Landscaping	X			
7	Site-Light poles, etc.	X			
8	Site-Natural Gas			X	
9	Retaining Wall			X	
10	Foundation			X	
11	Footings		X		To be installed.
12	Concrete/Asphalt Walks	X			
13	Site Restoration During Installation			X	
Electric					

1	Electrical - Building		X		
2	Electrical Service	X			
3	Electric-Connections		X		
4	Electric-Interconnections		X		Inside building
5	Low Voltage System Fire Alarm	X			
6	Phone	X			
7	Data	X			
8	Public Address	X			
9	Security System	X			
10	Clock System	X			
11	Test and Balance			X	

Plumbing

1	Plumbing - Building		X		
2	Plumbing Service	X			
3	Plumbing-Connections		X		
4	Plumbing-Interconnections		X		
5	Back Flow Preventer			X	
6	Test and Sterilize			X	

Mechanical

1	HVAC System		X		
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2	HVAC Balancing			X	
3	HVAC Testing		X		
4	Sprinkler System		X		
5	Natural Gas			X	
Misc.					
1	None				

Proposed Schedule

To be determined once the customer has identified a contract date

Project Clarifications

Technical Clarifications
General Construction:
This proposal is based on Willscot providing a building, which meets or exceeds the requirements for the State of New Jersey. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Willscot.
WillScot's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer would be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.
Willscot standard building materials and installation methods have been provided for this building unless otherwise noted.
This proposal is subject to finalized engineering and architectural details.
Payment for Permits to Government and Utility Agencies Shall be Provided Directly by Customer
All dimensions provided are nominal.
Willscot is providing manufacturers building shop, foundation, deck/ramp and canopy drawings only. Any other drawings, certifications and/or tests required are to be supplied by others
Willscot will provide all permits necessary for the manufacture and delivery of the module(s) to the site. The Customer shall obtain and be responsible for all permits pertaining to the building, installation, site work and occupancy. Customer, prior to delivery, shall have obtained all necessary approvals and permits required for the installation of the equipment. Customer will indemnify and hold Willscot harmless from and against any fines, penalties and liabilities that may arise from the failure of Customer to obtain any necessary permits.
In the event that any act or omission by Customer, including the failure of Customer to complete any work or obtain any permits for which it is responsible, or Customer's failure to make the site available and ready causes a delay in substantial completion, Customer will be liable for any additional costs incurred by Willscot to the extent caused by such delay.
The definitive project completion schedule shall be mutually negotiated and agreed to by the parties upon execution of the agreement.
The pricing provided herein is based on Non-Union Labor with DOL Prevailing Wage. Any service or warranty work required by the building manufacturer shall be an extension of the factory and be paid at non-prevailing open shop labor. If prevailing wage is required by the manufacturer service it will be provided at additional costs
The Customer shall be responsible for site security.
NOTE: "others" denotes not by Willscot, or its agents, employees and/or subcontractors.

Technical Clarifications**Schedule:**

The Willscot proposal is based on a standard 40-Hour work week. Overtime, weekend or holiday labor, if required, may result in additional costs. A final schedule will be provided once the customer determines a contract date.

Building:

The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.

Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, and other minor repairs.

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, Willscot will provide at an additional cost.

Site:

Willscot assumes the minimum required distance from any and all assumed and/or common property lines.

Willscot shall not be responsible for any and all environmental and/or subsurface conditions including but not limited to rock, unsuitable soil conditions, hazardous materials, etc.

All pricing is based on normal level site conditions or standard modular set-up procedures.

Willscot assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required.

Site work removal or relocation of obstructions (above or below ground) is not in the contract. Standard "ROCK CLAUSE" applies.

Assume level site within 8" over total area of complex.

Willscot for reasons of safety and schedule considerations fully expects that the portable site be clear of all other trade's and any excavations or ditches caused by those trades until such a time that the "Modular Buildings" are in place and anchored, and that access to the portable site will not be constrained by other subcontractors of trades that are not contained in our scope of work.

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 shall be provided by Client.

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.

Technical Clarifications	
Storm water management/erosion and sedimentation control by others.	
This proposal excludes any provisions for winter conditions	
Willscot assumes that all electrical, water supply and sewer are sized to provide adequate supply to the modular building. Should any system not be sufficiently sized, Owner would be responsible for the cost to adjust any system to provide sufficient supply/volume to the new modular building.	
Foundation:	
Assume minimum 4,000 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.	
CMU piers 3 course high maximum, double stacked without mortar on below grade footings.	
Building Installation/Setup:	
Placement of module(s) to be accomplished by the use of truck and/or Translift. Use of a crane is not included.	
Wheels and axles to remain and stored under module(s) or stockpiled on site. Hitches will be removed and stored under module(s).	
Decks, Steps and Ramps:	
Ramps, steps, decks and canopy shall be constructed of pressure treated lumber.	
Electric:	
Electrical connected to appropriate service as described in Scope of Work section. Utility company fees and coordination by others. WillScot proposal is based on Aluminum service wire	
Public address consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others	
Phone and Data systems consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others	
Plumbing:	
Potable water and sanitary sewer to appropriate service as described in Scope of Work section -sufficient fall for the sanitary sewer has been assumed to assure gravity flow-pumping facilities are not included. In addition, existing services shall be adequate to supply the proposed project; WillScot's proposal excludes utility upgrades and/or relocations. Utility company fees and coordination by others.	
Mechanical:	
Sprinkler system is not included.	
H.V.A.C. testing and balancing by others.	

Contract Clarifications

Contractual - Sale Transaction

WillScot's Proposal, in its entirety, shall be included and made a part of any contract resulting from this Proposal. In the event of conflict, the contents of the Proposal shall be considered binding upon the parties and supersede any and all other documents.

Payment terms net 10 days. For custom/new equipment, payment terms are as follows: 25% down payment; 50% upon delivery of equipment; 20% upon substantial completion of WillScot's scope of work; 5% upon completion of punch list items. Willscot shall be promptly paid any and all amounts due under the Agreement regardless of Customer's non-receipt or delay of payment from its customer.

The pricing provided herein shall be valid for 30 days.

The prices quoted herein exclude any and all taxes, fees, etc. Such taxes or fees shall be delineated as a separate line on the Willscot invoice at time of billing, and shall be the responsibility of the Customer.

The cost of a performance bond, if required, is \$15.00 per \$1,000.00 of the total contract amount, shall be the responsibility of the Customer, and is not included herein.

The transaction is subject to Willscot Corporate Credit and Risk Management approval.

Willscot will not be responsible for nor accept any and all claims and demands for loss of profits or other incidental, consequential and/or punitive damages arising out of or in connection with this agreement.

Willscot will furnish its standard insurance certificate evidencing statutory Workers' Compensation, General Liability coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate per policy, and Auto Liability with combined single limits of \$2,000,000, to be effective while Willscot is working on the project site. The Customer and the property owner only shall be named on the Certificate as additional insureds with respect to liability coverage. WillScot's insurance is primary with respect to its scope of work only. Waivers of subrogation and copies of policies will not be provided. Willscot subcontractors will provide insurance coverage in accordance with Modular Building Industry or Willscot Standards. Willscot will indemnify the Customer against loss, cost, expense or liability to the extent that the cause or causes of such loss, cost, expense or liability results from the proven negligence or willful misconduct of Willscot.

Contractual - Sale Transaction

The Customer shall maintain insurance and agrees to be responsible for all losses, costs or damages incurred or paid by Willscot on account of any claim under Worker's Compensation Acts or other employee benefit acts, any claim for damages because of bodily injury, including death, to Customer's employees and all others, and any claims for damages to property caused by, resulting from, or arising out of Customer's activities while Willscot is performing work at the site.

With regard to new/custom equipment, if the Customer terminates the contract prior to the fabrication of the modular building, then the Customer shall reimburse Willscot up to and including the full cost of the building and for all costs plus 15%. Once fabrication of the modular facility commences, the right of termination shall diminish and the full contract sum shall become due and payable.

WillScot's delivery of the equipment described in this proposal is subject to delays in manufacture, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond WillScot's control.

For the purpose of acceptance, the Customer shall inspect the equipment within 48 hours following the substantial completion of the Willscot scope of work, and shall provide Willscot notice of defects in, or other proper objections to, the equipment. Such inspection and acceptance must take place prior to any beneficial occupancy of the equipment. Willscot reserves the right to correct such deficiencies within a reasonable time period. The Customer shall not proceed with corrections without the prior written approval of Willscot. Should the Customer fail to notify Willscot of defects within the required 48 hours period, it shall be presumed that the Customer has inspected the equipment and it is in good condition and is deemed acceptable to the Customer.

[Warranty for custom/new equipment] The buildings are warranted for a period of one year from the date on which Willscot substantially completes its scope of work for installation of the buildings. Willscot will repair, or in its sole discretion replace, including material and labor, pending receipt of written notification from Customer, any structural component of the buildings found to be defective and having an adverse impact on the operation and occupancy of the buildings, except for such defects attributable to Customer's misuse/abuse/neglect. Willscot shall pass on all manufacturer's component warranties that may be available. This warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "Normal" and therefore from this warranty if such conditions exist: (a) failure to provide drainage of water from all surfaces on or around the buildings, (b) improper maintenance, (c) installation in an area subject to heavy snow, fall out of corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like, (d) Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of war and radiation, and (e) modifications or alterations performed by Customer that affect code compliance or the structural integrity of the buildings or their components.

Contractual - Sale Transaction

Customer will provide free and clear access for delivery and installation of the equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the equipment is to be used, including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation of the equipment. Site selection is the sole responsibility of the Customer.

The Customer warrants that he owns, or has the right to construct buildings on, the property upon which the equipment as described herein is to be delivered, constructed, or other work performed, and will designate to Willscot the location of the corner stakes of the property and will furnish the plot plan showing the boundary dimensions and angles of the property, and the proposed location of the site of the building or other work to be performed, together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. Willscot shall not be responsible for encroachments of any type. The Customer warrants that the said construction will not violate zoning restrictions or other laws, and the Customer agrees to indemnify and hold Willscot harmless from all loss or damage or liability which may result by reason of the construction of the said building or other work done, or from any lack or defect of title in the Customer, or by reason of said construction violating any zoning restrictions or other laws.

The Customer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Customer further agrees not to permit any workmen other than those of Willscot to work at or in the immediate vicinity of the building without Willscot's written consent until Willscot's work on the building is completed. The Customer agrees to pay Willscot for any damage that may be caused by anyone other than workmen or subcontractors of Willscot, by reason of disturbing or damaging concrete forms, grade finishing or any construction work in process whatsoever.

Willscot's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer will be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.

Payment terms: 20 days from date of invoice. Any amount not paid within twenty (20) days of the due date set forth on the invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month, with a minimum charge of fifteen dollars (\$15.00) per month, until such invoice is paid in full. Willscot shall be promptly paid any and all amounts due under the Agreement regardless of Customer's non-receipt or delay of payment from its customer

Risk of loss shall transfer to the Customer upon delivery of the Equipment to the Site. Substantial Completion shall be achieved when the work is completed in accordance with Willscot's proposal and is ready for its intended use and operation, except for punch list items of work by Willscot. Title to the equipment will be furnished to the Customer within thirty (30) days of Willscot's receipt of payment in full from the Customer.

Contractual - Sale Transaction

This Agreement is strictly by and between Willscot and Customer and Willscot is not responsible for the terms and conditions of any prime contract between Customer and Owner.

This Agreement shall be construed as to its construction, interpretation and effect by the laws of Maryland without regard to principles of choice of laws.

Project Pricing

New Double Wide Classroom Built as a 1st Story includes Sprinkler system but is not connected at this time:

New Building Built delivered to the site as a 1st Story with sprinkler system readiness- \$ 176,775.00

Truck set installation on in ground pier foundation system with anchors, skirting, pier foundations for decks, steps, ramps, & canopies with gutters - \$ 135,725.00

Plumbing for project- \$ 127,980.00*

Electrical for project- \$ 111,450.00*

BUDGETARY Total- \$ 551,930.00*

*** This electrical & plumbing #'s were based on the Classroom Building being within 50' of main building entry. Additionally, no backflow preventer has been included as no Engineered drawings were available at time of proposal submission. When details for final position of building and adjusted scopes of site work are determined any revised costs will be presented.**

Approval and Acceptance of Terms:

Customer Name

Approved By:

Date:

Print Name:

Title:

Drew C. Yeaman

Jun 27 2019

Daren A. Yeaman

Business Administrator

WillScot Corporation

Approved By:

Date:

Print Name:

Title:

FOR CUSTOMER APPROVAL

Proposed Drawings

Attached separately, similar to first project.

Building Specifications

<i>Building Section</i>	<i>Description</i>
<i>Floor</i>	<i>Perimeter Frame building with VCT flooring</i> <i>New Building is constructed to be stand-alone single story building</i>
<i>Wall</i>	<i>Interior- VCG -Vinyl Covered Gypsum</i> <i>Exterior- Hardi Panel</i> <i>Skirting- Hardi Panel</i>
<i>Doors</i>	<i>Interior- Hollow Core 6 panel Door with Steel Jamb</i> <i>Exterior- 36" x 80" Steel door</i> <i>with 6" x 30" view block</i>

<i>Roof</i>	<i>.045 Black EPDM, Ridge Beam Construction</i>
<i>Ceiling</i>	<i>2' x 2' T-Grid Acoustical Ceiling Finish, 8' 0" above finished floor</i>
<i>Plumbing</i>	<i>2 Restroom single station Handicap</i>
<i>Electrical</i>	<i>Two Standard 100 AMP 240V subpanels Interior T Grid type Fluorescent Lights Exterior porch lights by egress doors Emergency Light/Exit Signs at egress points 10 Junction Boxes & conduit for Customer devices 2 GFI Receptacles, 1 exterior w weatherproof cover</i>
<i>HVAC</i>	<i>Two- 3 Ton Wall Mounted Units Two Digital Thermostats</i>
<i>Windows</i>	<i>36" x 60" Bronze Metal Frame & Low E Insulated Glass Vertical Sliding Tinted Insulated (Egress) With Vinyl Mini Blinds</i>
<i>Cabinets</i>	<i>None quoted</i>

Insulation

Exterior Wall R-19 Kraft

Floor includes R-30 Kraft

Roof includes R-49 Kraft

Sound Reduction Batons R-11 in all interior walls

Scope of Work

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Complete engineered drawings and shall include the following;

1. Floor Plans
2. Elevations
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6. Electrical Floor Plans
7. Plumbing Schematic
8. A registered professional engineer licensed in the applicable state shall seal shop drawings.
9. Obtain third party approval in accordance with the applicable state modular program.
10. Foundation Plans for additional decks, steps and ramps for 2 story classrooms.

II. Manufacturing Phase

1. Provide Labor and Materials in accordance with the enclosed Willscot proposal
2. Transport modular units from the Manufacturer's facility to the project site
3. Shuttle modular units from the staging area to the project site. Staging area shall be a maximum of 1/8 mile from the project site.

III. Setup and Site Work Phase

General Conditions:

1. Dumpsters – By Customer
2. Project management
3. Construction cleaning – Willscot debris only

Site work:

1. Relocate Customer owned double wide by ballfields to go on top of existing single story.
2. Truck set of complex and seam interior and exterior, remove axles, wheels, & hitches and install anchors and /or weld plates to replace double wide by ball field. Replace and install vinyl siding on ballfield double wide and replace and reuse steps, decks and ramps.
3. Reinstall cross drive anchors for tie downs as required.
4. Install for 2nd story class rooms pressure treated wood for decks, steps for OSHA compliance at egress points of entry with canopies made of same with a rubber roof and gutters with leaders to a splash block. Note: leader system to grade may change based on civil drawings. All decks, steps, ramps, and canopies to be set on standard footers. If additional in ground footers are required based on drawings they will be priced accordingly.
5. No lift is included in this proposal.

Building Installation:

1. Strip shipping materials from modular units and dispose in Customer provided dumpster.
2. Prepare modular units for crane on 2nd story set up and truck setup of new double wide.
3. Truck set and Trans lift setting of modular units on ABS pads and dry block for new unit.
4. Complete all interior and exterior seams on the mate lines.
5. Furnish and install 16 cross drive earth anchors with straps to the proposed new modular buildings.
6. Vinyl Skirt new modular units.

Decks, Steps and Ramps:

1. Furnish and install (3) canopied staircases with steps OSHA compliant at 3 egress points.
2. Reinstall Customer owned decks, steps and ramp on ballfield double wide at egress points of building.

Thermal and Moisture Protection:

1. Not applicable.

Finishes:

1. Furnish and install acoustical and/or sea spray ceilings.
2. Furnish and install 5/8" vinyl covered gypsum wall board.
3. Furnish and install VCT (vinyl composition tile and carpet bar where applicable).

Mechanical and Plumbing:

1. All connections of Building HVAC and plumbing as required.
Washington- for double units. Saw cutting of asphalt

Excavation and backfill and patching of asphalt not covered by units

Core drill coal shaft wall and connect to nearest code compliant sanitary and water.

Connect unit and test
Excludes permit fee, landscaping, and overtime labor.

Electrical:

1. All connections of Building electrical panels as required, including any electrical crossovers for power and lighting as required.
2. Power for new double wide classrooms at Washington Avenue from existing MDP at school.
3. Stand-alone fire alarm system by Customer at Washington.
4. Assumes all existing panels that will be utilized are functioning properly.
5. All wiring as per NEC.
6. Excludes cutting, patching, painting, roof penetration, concrete work, engineering, excavating, and backfill.
7. Excludes permit fees, utility fees, dumpster fees or overtime labor.
8. Standard system checkout and inspections as typical.

Delineation of Responsibilities

No.	Tasks	Delineation of Responsibility			
		Customer	Willscot	NIC	Notes
General Conditions					
1	Permits-State	X			
2	Permits-Building Transportation		X		
3	Permits-Electrical	X			
4	Permits-Plumbing	X			
5	Permits-Occupancy	X			
6	Temporary Security Fence	X			
7	Temporary Heat	X			
8	Temporary Lighting	X			
9	Dumpsters	X			
10	Signage	X			
11	Site Cleanup	X			
12	Tax	X			
13	Bid Bond			X	
14	Performance and Payment Bond			X	
15	Portable Restrooms During Construction	X			
16	Construction Office	X			
17	Phone and Data Service for Construction		X		
18	Project Supervision and Management		X		
Architecture and Engineering					

WILLSCOT

1	Modular Building Engineering		X		
2	Foundation Engineering	X	X		Civil information by Customer. Block on grade footings only.
3	Civil Engineering	X			
4	Site Utility Engineering	X			
5	Storm Water and Erosion Control Plan	X			
6	Surveying	X			
7	Locate Building Benchmark	X			
8	Soil Testing	X			
Building					
1	Building Manufacturing		X		
2	Building Certification		X		State approval only
3	Building Transportation to the Site		X		
4	Building Removal			X	
5	Building Return Transportation			X	
6	Floor Covering		X		
7	Siding		X		
8	Acoustical/Sea spray Ceiling		X		
9	Exterior Lights on the Building		X		
10	Window Coverings		X		
11	Gutters and Downspouts		X		
12	Furniture	X			
13	Accordion Partition			X	
14	Chalk/Tack Boards	X			

15	Custom Casework			X	
16	Elevator			X	
17	Final Building Keying	X			
Building Installation					
1	Truck set & Trans lift Setup per Scope of Work Crane set Customer owned Ball field Building		X		
2	Interior and Exterior Seam		X		
3	Level Modular Units		X		
4	Anchor Modular Units		X		
5	Skirt Building		X		
Decks, Steps, Ramps and Canopies					
1	(3) Egress Stair towers for 2 nd floors and canopies.		X		Set on Grade, Standard in ground footers
2	Reinstall Ball field building Customer owned egress points deck, steps, ramp with landing and canopy.		X		Set on Grade, and reuse standard in ground footers.

Sitework					
1	Site-Cleaning & Demo	X			Customer to make site accessible and free of any and all obstructions.
2	Site-Grading	X			
3	Site-Fill & Compact	X			
4	Site-Pave, Curb, Stripe	X			
5	Site-Storm Water Mgmt.	X			
6	Site-Landscaping	X			
7	Site-Light poles, etc.	X			
8	Site-Natural Gas			X	
9	Retaining Wall			X	
10	Foundation			X	
11	Footings			X	Already exist, add for stair towers.
12	Concrete/Asphalt Walks	X			
13	Site Restoration During Installation			X	

Electric					
1	Electrical - Building		X		
2	Electrical Service	X			
3	Electric-Connections		X		
4	Electric-Interconnections		X		Inside building
5	Low Voltage System Fire Alarm	X			
6	Phone	X			
7	Data	X			
8	Public Address	X			
9	Security System	X			
10	Clock System	X			
11	Test and Balance			X	
Plumbing					
1	Plumbing - Building		X		
2	Plumbing Service	X			
3	Plumbing-Connections		X		
4	Plumbing-Interconnections		X		
5	Back Flow Preventer			X	
6	Test and Sterilize			X	
Mechanical					

1	HVAC System		X		
2	HVAC Balancing			X	
3	HVAC Testing		X		
4	Sprinkler System		X		
5	Natural Gas			X	
Misc.					
1	None				

Proposed Schedule

To be determined once the customer has identified a contract date

Project Clarifications

Technical Clarifications	
General Construction:	
This proposal is based on Willscot providing a building, which meets or exceeds the requirements for the State of New Jersey. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Willscot.	
WillScot's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer would be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.	
Willscot standard building materials and installation methods have been provided for this building unless otherwise noted.	
This proposal is subject to finalized engineering and architectural details.	
Payment for Permits to Government and Utility Agencies Shall be Provided Directly by Customer	
All dimensions provided are nominal.	
Willscot is providing manufacturers building shop, foundation, deck/ramp and canopy drawings only. Any other drawings, certifications and/or tests required are to be supplied by others	
Willscot will provide all permits necessary for the manufacture and delivery of the module(s) to the site. The Customer shall obtain and be responsible for all permits pertaining to the building, installation, site work and occupancy. Customer, prior to delivery, shall have obtained all necessary approvals and permits required for the installation of the equipment. Customer will indemnify and hold Willscot harmless from and against any fines, penalties and liabilities that may arise from the failure of Customer to obtain any necessary permits.	
In the event that any act or omission by Customer, including the failure of Customer to complete any work or obtain any permits for which it is responsible, or Customer's failure to make the site available and ready causes a delay in substantial completion, Customer will be liable for any additional costs incurred by Willscot to the extent caused by such delay.	
The definitive project completion schedule shall be mutually negotiated and agreed to by the parties upon execution of the agreement.	
The pricing provided herein is based on Non-Union Labor with DOL Prevailing Wage. Any service or warranty work required by the building manufacturer shall be an extension of the factory and be paid at non-prevailing open shop labor. If prevailing wage is required by the manufacturer service it will be provided at additional costs	
The Customer shall be responsible for site security.	
NOTE: "others" denotes not by Willscot, or its agents, employees and/or subcontractors.	

Technical Clarifications	
Schedule:	
The Willscot proposal is based on a standard 40-Hour work week. Overtime, weekend or holiday labor, if required, may result in additional costs. A final schedule will be provided once the customer determines a contract date.	
Building:	
The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.	
Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, and other minor repairs.	
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, Willscot will provide at an additional cost.	
Site:	
Willscot assumes the minimum required distance from any and all assumed and/or common property lines.	
Willscot shall not be responsible for any and all environmental and/or subsurface conditions including but not limited to rock, unsuitable soil conditions, hazardous materials, etc.	
All pricing is based on normal level site conditions or standard modular set-up procedures.	
Willscot assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required.	
Site work removal or relocation of obstructions (above or below ground) is not in the contract. Standard "ROCK CLAUSE" applies.	
Assume level site within 8" over total area of complex.	
Willscot for reasons of safety and schedule considerations fully expects that the portable site be clear of all other trade's and any excavations or ditches caused by those trades until such a time that the "Modular Buildings" are in place and anchored, and that access to the portable site will not be constrained by other subcontractors of trades that are not contained in our scope of work.	
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 shall be provided by Client.	
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.	

Technical Clarifications	
Storm water management/erosion and sedimentation control by others.	
This proposal excludes any provisions for winter conditions	
Willscot assumes that all electrical, water supply and sewer are sized to provide adequate supply to the modular building. Should any system not be sufficiently sized, Owner would be responsible for the cost to adjust any system to provide sufficient supply/volume to the new modular building.	
Foundation:	
Assume minimum 4,000 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.	
CMU piers 3 course high maximum, double stacked without mortar on below grade footings.	
Building Installation/Setup:	
Placement of module(s) to be accomplished by the use of truck and/or Translift. Use of a crane is not included.	
Wheels and axles to remain and stored under module(s) or stockpiled on site. Hitches will be removed and stored under module(s).	
Decks, Steps and Ramps:	
Ramps, steps, decks and canopy shall be constructed of pressure treated lumber.	
Electric:	
Electrical connected to appropriate service as described in Scope of Work section. Utility company fees and coordination by others. WillScot proposal is based on Aluminum service wire	
Public address consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others	
Phone and Data systems consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others	
Plumbing:	
Potable water and sanitary sewer to appropriate service as described in Scope of Work section -sufficient fall for the sanitary sewer has been assumed to assure gravity flow-pumping facilities are not included. In addition, existing services shall be adequate to supply the proposed project; WillScot's proposal excludes utility upgrades and/or relocations. Utility company fees and coordination by others.	
Mechanical:	
Sprinkler system is not included.	
H.V.A.C. testing and balancing by others.	

Contract Clarifications

Contractual - Sale Transaction
WillScot's Proposal, in its entirety, shall be included and made a part of any contract resulting from this Proposal. In the event of conflict, the contents of the Proposal shall be considered binding upon the parties and supersede any and all other documents.
Payment terms net 10 days. For custom/new equipment, payment terms are as follows: 25% down payment; 50% upon delivery of equipment; 20% upon substantial completion of WillScot's scope of work; 5% upon completion of punch list items. Willscot shall be promptly paid any and all amounts due under the Agreement regardless of Customer's non-receipt or delay of payment from its customer.
The pricing provided herein shall be valid for 30 days.
The prices quoted herein exclude any and all taxes, fees, etc. Such taxes or fees shall be delineated as a separate line on the Willscot invoice at time of billing, and shall be the responsibility of the Customer.
The cost of a performance bond, if required, is \$15.00 per \$1,000.00 of the total contract amount, shall be the responsibility of the Customer, and is not included herein.
The transaction is subject to Willscot Corporate Credit and Risk Management approval.
Willscot will not be responsible for nor accept any and all claims and demands for loss of profits or other incidental, consequential and/or punitive damages arising out of or in connection with this agreement.
Willscot will furnish its standard insurance certificate evidencing statutory Workers' Compensation, General Liability coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate per policy, and Auto Liability with combined single limits of \$2,000,000, to be effective while Willscot is working on the project site. The Customer and the property owner only shall be named on the Certificate as additional insureds with respect to liability coverage. WillScot's insurance is primary with respect to its scope of work only. Waivers of subrogation and copies of policies will not be provided. Willscot subcontractors will provide insurance coverage in accordance with Modular Building Industry or Willscot Standards. Willscot will indemnify the Customer against loss, cost, expense or liability to the extent that the cause or causes of such loss, cost, expense or liability results from the proven negligence or willful misconduct of Willscot.

Contractual - Sale Transaction

The Customer shall maintain insurance and agrees to be responsible for all losses, costs or damages incurred or paid by Willscot on account of any claim under Worker's Compensation Acts or other employee benefit acts, any claim for damages because of bodily injury, including death, to Customer's employees and all others, and any claims for damages to property caused by, resulting from, or arising out of Customer's activities while Willscot is performing work at the site.

With regard to new/custom equipment, if the Customer terminates the contract prior to the fabrication of the modular building, then the Customer shall reimburse Willscot up to and including the full cost of the building and for all costs plus 15%. Once fabrication of the modular facility commences, the right of termination shall diminish and the full contract sum shall become due and payable.

WillScot's delivery of the equipment described in this proposal is subject to delays in manufacture, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond WillScot's control.

For the purpose of acceptance, the Customer shall inspect the equipment within 48 hours following the substantial completion of the Willscot scope of work, and shall provide Willscot notice of defects in, or other proper objections to, the equipment. Such inspection and acceptance must take place prior to any beneficial occupancy of the equipment. Willscot reserves the right to correct such deficiencies within a reasonable time period. The Customer shall not proceed with corrections without the prior written approval of Willscot. Should the Customer fail to notify Willscot of defects within the required 48 hours period, it shall be presumed that the Customer has inspected the equipment and it is in good condition and is deemed acceptable to the Customer.

[Warranty for custom/new equipment] The buildings are warranted for a period of one year from the date on which Willscot substantially completes its scope of work for installation of the buildings. Willscot will repair, or in its sole discretion replace, including material and labor, pending receipt of written notification from Customer, any structural component of the buildings found to be defective and having an adverse impact on the operation and occupancy of the buildings, except for such defects attributable to Customer's misuse/abuse/neglect. Willscot shall pass on all manufacturer's component warranties that may be available. This warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "Normal" and therefore from this warranty if such conditions exist: (a) failure to provide drainage of water from all surfaces on or around the buildings, (b) improper maintenance, (c) installation in an area subject to heavy snow, fall out of corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like, (d) Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of war and radiation, and (e) modifications or alterations performed by Customer that affect code compliance or the structural integrity of the buildings or their components.

Contractual - Sale Transaction

Customer will provide free and clear access for delivery and installation of the equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the equipment is to be used, including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation of the equipment. Site selection is the sole responsibility of the Customer.

The Customer warrants that he owns, or has the right to construct buildings on, the property upon which the equipment as described herein is to be delivered, constructed, or other work performed, and will designate to Willscot the location of the corner stakes of the property and will furnish the plot plan showing the boundary dimensions and angles of the property, and the proposed location of the site of the building or other work to be performed, together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. Willscot shall not be responsible for encroachments of any type. The Customer warrants that the said construction will not violate zoning restrictions or other laws, and the Customer agrees to indemnify and hold Willscot harmless from all loss or damage or liability which may result by reason of the construction of the said building or other work done, or from any lack or defect of title in the Customer, or by reason of said construction violating any zoning restrictions or other laws.

The Customer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Customer further agrees not to permit any workmen other than those of Willscot to work at or in the immediate vicinity of the building without Willscot's written consent until Willscot's work on the building is completed. The Customer agrees to pay Willscot for any damage that may be caused by anyone other than workmen or subcontractors of Willscot, by reason of disturbing or damaging concrete forms, grade finishing or any construction work in process whatsoever.

Willscot's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer will be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.

Payment terms: 20 days from date of invoice. Any amount not paid within twenty (20) days of the due date set forth on the invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month, with a minimum charge of fifteen dollars (\$15.00) per month, until such invoice is paid in full. Willscot shall be promptly paid any and all amounts due under the Agreement regardless of Customer's non-receipt or delay of payment from its customer

Risk of loss shall transfer to the Customer upon delivery of the Equipment to the Site. Substantial Completion shall be achieved when the work is completed in accordance with Willscot's proposal and is ready for its intended use and operation, except for punch list items of work by Willscot. Title to the equipment will be furnished to the Customer within thirty (30) days of Willscot's receipt of payment in full from the Customer.

Contractual - Sale Transaction

This Agreement is strictly by and between Willscot and Customer and Willscot is not responsible for the terms and conditions of any prime contract between Customer and Owner.

This Agreement shall be construed as to its construction, interpretation and effect by the laws of Maryland without regard to principles of choice of laws.

Project Pricing

Customer Washington Double Wide Classroom relocated for second story and replaced with a brand new installed building:

New Building Delivered-	\$ 176,775.00
Truck set installation on grade and reinstall customer owned decks, steps, ramps, & canopies with gutters -	\$ 37,200.00
Relocate Customer Ballfield double wide and install as 2nd story and disconnect Customer deck, steps and ramps-	\$ 64,300.00
Plumbing for project-	\$ 96,925.00
Electrical for project-	\$ 74,100.00
Stair tower decks , steps, canopies with drawings and an in ground foundation-	<u>\$ 187,475.00</u>
BUDGETARY Total-	\$ 636,775.00

excluding
sales tax

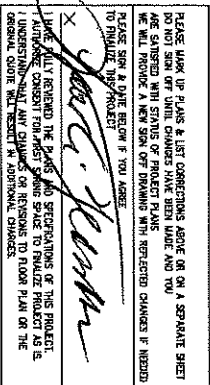
Approval and Acceptance of Terms:

Customer Name

Approved By: *Harin A. Yeaman*
Date: *June 27, 2019*
Print Name: *Harin A. Yeaman*
Title: *Business Administrator*

WillScot Corporation

Approved By: _____
Date: _____
Print Name: _____
Title: _____



FOR CUSTOMER APPROVAL

[illegible]