



Williams Scotsman inc  
2829 S Chestnut Avenue  
FRESNO CA 93725  
Toll Free: 800-782-1500

**Your Sales Representative**

Ben Hostetler  
Phone: (559) 653-8054  
Email:  
benjamin.hostetler@willscot.com

**Agreement Number:**

Q-1303257

**Revision: 1**

**Date: 3/7/2023**

**Expiration Date:**  
4/6/2023

**Lease Agreement**

**Lessee:**

The City Of Merced  
678 West 18th Street  
Merced, CA 95340

**Contact:**

Joe Cardoso  
678 West 18th Street  
Merced, CA 95340, US  
Phone: 2093887508  
Email: cardosoj@cityofmerced.org

**Ship To Address:**

MERCED, CA 95340, US  
**Estimated Delivery Date :3/24/2023**

| Rental Pricing Per Billing Cycle             | Quantity | Price       | Extended    |
|----------------------------------------------|----------|-------------|-------------|
| 64x24 Modular (60x24 Box)                    | 1        | \$ 2,417.00 | \$ 2,417.00 |
| Prof. Entrance - Steps w/ Canopy             | 1        | \$ 153.12   | \$ 153.12   |
| Loss Damage Waiver (11/12)                   | 2        | \$ 159.00   | \$ 318.00   |
| PERSONAL PROPERTY EXPENSE                    | 1        | \$ 101.51   | \$ 101.51   |
| Restroom - Standard                          | 2        | \$ 200.00   | \$ 400.00   |
| ADA/IBC Switchback Ramp - 36ft & Larger      | 1        | \$ 620.00   | \$ 620.00   |
| Premium 4-Office/1-Conf. Package             | 1        | \$ 900.00   | \$ 900.00   |
| Window/Door Security Bundle - 40ft & Greater | 1        | \$ 90.00    | \$ 90.00    |
| Data Hub - Rental                            | 2        | \$ 141.12   | \$ 282.24   |

Minimum Lease Billing Period: 10

|                                                                             |                    |
|-----------------------------------------------------------------------------|--------------------|
| Total Recurring Building Charges:                                           | \$ 2,417.00        |
| Subtotal of Other Recurring Charges:                                        | \$ 2,864.87        |
| <b>Total Recurring Charges Per Billing Cycle:</b>                           | <b>\$ 5,281.87</b> |
| <b>Total Recurring Charges Per Billing Cycle Including Estimated Taxes:</b> | <b>\$ 5,717.63</b> |

**Estimated Delivery And Installation**

|                                                                           |   |             |                     |
|---------------------------------------------------------------------------|---|-------------|---------------------|
| Ramp - Knockdown & Return                                                 | 1 | \$ 1,300.00 | \$ 1,300.00         |
| Delivery - 12' wide                                                       | 2 | \$ 1,203.00 | \$ 2,406.00         |
| Return - 12' wide                                                         | 2 | \$ 1,203.00 | \$ 2,406.00         |
| Essentials Material Handling                                              | 1 | \$ 1,677.18 | \$ 1,677.18         |
| Standard Complex Setup and Anchor                                         | 1 | \$ 4,182.00 | \$ 4,182.00         |
| Standard Complex Skirting Removal                                         | 1 | \$ 818.00   | \$ 818.00           |
| Standard Complex Wood Skirting                                            | 1 | \$ 3,270.00 | \$ 3,270.00         |
| Standard Complex Knockdown                                                | 1 | \$ 2,509.00 | \$ 2,509.00         |
| Hitch removal                                                             | 1 | \$ 1.00     | \$ 1.00             |
| CA Transport Delivery Fee                                                 | 1 | \$ 200.00   | \$ 200.00           |
| Fuel Surcharge Delivery                                                   | 2 | \$ 324.81   | \$ 649.62           |
| Fuel Surcharge Return                                                     | 2 | \$ 324.81   | \$ 649.62           |
| Ramp - Delivery & Installation                                            | 1 | \$ 1,300.00 | \$ 1,300.00         |
| <b>Total Delivery and Installation Charges:</b>                           |   |             | <b>\$ 21,368.42</b> |
| <b>Total Delivery and Installation Charges Including Estimated Taxes:</b> |   |             | <b>\$ 23,131.31</b> |

**Estimated Final Return Charges\***

|                         |   |           |           |
|-------------------------|---|-----------|-----------|
| Hitch installation      | 1 | \$ 1.00   | \$ 1.00   |
| CA Transport Return Fee | 1 | \$ 200.00 | \$ 200.00 |



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**Estimated Final Return Charges\***

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Due On Final Invoice\*: \$ 201.00

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Due On Final Invoice Including Estimated Taxes\*: \$ 217.57

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Total Including Recurring Billing Charges, Delivery, Installation and Return\*\*: \$ 74,388.12

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Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes\*\*: \$ 80,525.18

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**Scope Of Work**

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**Summary of Charges**

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|                                  |             |                                                 |
|----------------------------------|-------------|-------------------------------------------------|
| Model: 64x24 Modular (60x24 Box) | Quantity: 1 | Total Charges for (1) Building(s): \$ 74,388.12 |
|----------------------------------|-------------|-------------------------------------------------|

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Total Charges for (1) Building(s) Including Estimated Tax: \$ 80,525.18

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**Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)**

**BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.**

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| Initial | Recommended Items | Billing Frequency | Qty | Price | Extended |
|---------|-------------------|-------------------|-----|-------|----------|
|---------|-------------------|-------------------|-----|-------|----------|

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#### Lease Agreement

|                                                                                  |                                                                                                                                         |                                                                                              |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Lessee:</b><br>The City Of Merced<br>678 West 18th Street<br>Merced, CA 95340 | <b>Contact:</b><br>Joe Cardoso<br>678 West 18th Street<br>Merced, CA 95340, US<br>Phone: 2093887508<br>Email: cardosoj@cityofmerced.org | <b>Ship To Address:</b><br>MERCED, CA 95340, US<br><b>Estimated Delivery Date :3/24/2023</b> |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

| Rental Pricing Per Billing Cycle | Quantity                                                             | Price     | Extended  |
|----------------------------------|----------------------------------------------------------------------|-----------|-----------|
| MS HOLDING TANK - 2X WKLY SVC    | 1                                                                    | \$ 600.00 | \$ 600.00 |
| Minimum Lease Billing Period: 10 | Total Recurring Building Charges:                                    |           | \$ 0.00   |
|                                  | Subtotal of Other Recurring Charges:                                 |           | \$ 600.00 |
|                                  | Total Recurring Charges Per Billing Cycle:                           |           | \$ 600.00 |
|                                  | Total Recurring Charges Per Billing Cycle Including Estimated Taxes: |           | \$ 649.50 |

#### Estimated Delivery And Installation

|                        |                                                                    |           |           |
|------------------------|--------------------------------------------------------------------|-----------|-----------|
| MS SANITATION DELIVERY | 1                                                                  | \$ 100.00 | \$ 100.00 |
|                        | Total Delivery and Installation Charges:                           |           | \$ 100.00 |
|                        | Total Delivery and Installation Charges Including Estimated Taxes: |           | \$ 108.25 |

#### Estimated Final Return Charges\*

|                                                                                 |                                                  |           |             |
|---------------------------------------------------------------------------------|--------------------------------------------------|-----------|-------------|
| MS SANITATION PICKUP                                                            | 1                                                | \$ 100.00 | \$ 100.00   |
|                                                                                 | Due On Final Invoice*:                           |           | \$ 100.00   |
|                                                                                 | Due On Final Invoice Including Estimated Taxes*: |           | \$ 108.25   |
| Total Including Recurring Billing Charges, Delivery, Installation and Return**: |                                                  |           | \$ 6,200.00 |

Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes\*\*:

\$ 6,711.50

#### Scope Of Work

#### Summary of Charges

|                                      |             |                                                                        |
|--------------------------------------|-------------|------------------------------------------------------------------------|
| Model: MS HOLDING TANK - 2X WKLY SVC | Quantity: 1 | Total Charges for (1) Building(s): \$ 6,200.00                         |
|                                      |             | Total Charges for (1) Building(s) Including Estimated Tax: \$ 6,711.50 |

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

| Initial | Recommended Items | Billing Frequency | Qty | Price | Extended |
|---------|-------------------|-------------------|-----|-------|----------|
|---------|-------------------|-------------------|-----|-------|----------|



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**Insurance Requirements Addendum**

| QTY | PRODUCT                   | EQUIPMENT VALUE/BUILDING | DEDUCTIBLE PER UNIT |
|-----|---------------------------|--------------------------|---------------------|
| 1   | 64x24 Modular (60x24 Box) | \$116,018                | \$0.00              |

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**Lessee:** The City Of Merced

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Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

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**Commercial General Liability Insurance**

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Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

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**Damage Waiver Program**

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Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## Clarifications

**\*Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return. \*\*All prices include estimated taxes if applicable. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

**Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (6-3-22) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.**

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## Invoicing Options (select one)

[            ] Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

Corrected Email Address: \_\_\_\_\_

[            ] Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

Enter a new billing address: \_\_\_\_\_



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#### Signatures

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Lessee: The City Of Merced</b> | <b>Lessor: Williams Scotsman inc</b> |
| Signature:                        | Signature:                           |
| Print Name:                       | Print Name:                          |
| Title:                            | Title:                               |
| Date:                             | Date:                                |
| PO#:                              |                                      |

#### APPROVED AS TO FORM:

Laurie

Avedisian-Favini

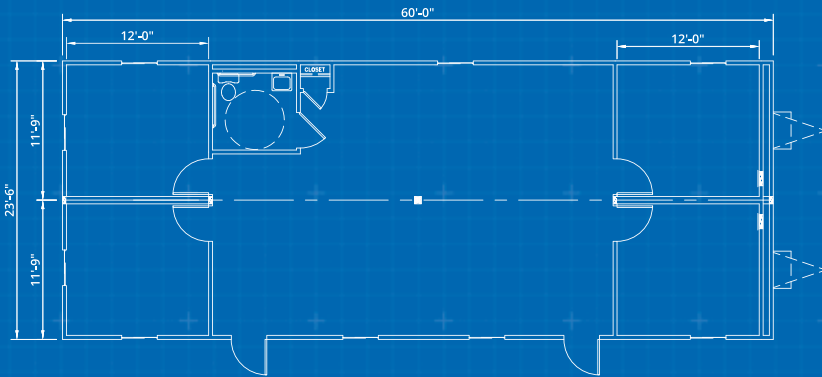
Digitally signed by: Laurie  
Avedisian-Favini  
DN: CN = Laurie Avedisian-Favini  
email = lfavini@lozanosmith.com  
C = US O = Lozano Smith  
Date: 2023.04.05 16:28:02 -07'00'

By: \_\_\_\_\_  
Laurie Avedisian-Favini, Assistant City Attorney

# 64' x 24' SECTION MODULAR



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



## CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

### Dimensions

64' Long (including hitch)  
60' Box size  
24' Wide  
8' Ceiling height  
Other double-wide sizes are available

### Exterior Finish

Aluminum or wood siding  
I-Beam Frame  
Standard drip rail gutters

### Interior Finish

Paneled walls  
Carpet or vinyl tile floor  
Gypsum Ceiling  
Private office(s)

### Electric

Fluorescent ceiling lights  
Single phase electric and breaker panel

### Heating/Cooling

Central HVAC

### Windows/Doors

Horizontal slider windows  
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

### Other

Optional restroom