

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: LEASE AGREEMENT APPROVAL TO WILLIAMS SCOTSMAN INC., FOR DSA PRE-APPROVED MODULAR CLASSROOMS FOR THE PERFORMING ARTS BUILDING SWING SPACE PROJECT & SMALL CAPITAL IMPROVEMENT PROJECTS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for three (3) thirty-six by forty foot Division of the State Architect (DSA) pre-approved modular classrooms for the Performing Arts Building Swing Space and Middle College High School. One of the modular classrooms will serve as a temporary teaching space during the renovation of Building 1200. The second and third portables will serve as the temporary classrooms for the Middle College High School program while existing facilities on the Fairfield campus are being modernized.

The lease agreement is for a duration of 18 months and includes delivery, installation and removal. Three quotes were solicited and the lowest bid was provided by Williams Scotsman Inc. The Board is asked to approve a lease agreement to Williams Scotsman Inc. in the amount of \$98,722.68.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

Government Code: Board Policy: Estimated Fiscal Impact: \$98,722.68 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

March 27, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

March 27, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
4911 Allison Parkway
Vacaville, CA 95688-9346

Your Williams Scotsman Representative
Dave Ryden
Phone: (707)451-3000 Ext. 48113
Fax: 707-451-4000
Toll Free: 800-782-1500

Contract Number:532490
Revision: 1
Date: March 27, 2015

Lease Agreement Summary - Q#532490

Lessee: SOLANO COMMUNITY COLLEGE DISTRICT
4000 SUISUN VALLEY RD
FAIRFIELD, California 94534
Contact: Mony Thach
4000 SUISUN VALLEY RD
FAIRFIELD, CA 94534
Phone: (415) 347-6669
Fax:
Email: monyvuth.thach@solano.edu
Ship To Address: FAIRFIELD, CA
94534 US

Product Descriptions

Table with 2 columns: QTY, PRODUCT. Row 1: 3, CL4036

Pricing Summary - All Options (excluding taxes)

Table with 2 columns: Description, Amount. Rows: MONTHLY CHARGES: \$2,250.00, INITIAL FEES: \$44,920.44, FINAL CHARGES: \$13,302.24, TOTAL CHARGES WITH ALL OPTIONS: \$98,722.68

Comments

1. PRICE INCLUDES PREVAILING WAGE. 2. ALL UTILITY CONNECTIONS ARE CUSTOMERS RESPONSIBILITY. 3. QUOTE IS FOR DSA APPROVED CLASSROOMS. 4. CLASSROOM DRAWINGS TO BE PROVIDED AT TIME OF ORDER. 5. USED CARPET IS TO BE PROVIDED. 6. CLASSROOMS ARE BASED ON AVAILABLE INVENTORY AT TIME OF ORDER. 7. IRREGULAR SITE CONDITIONS OR ANYTHING UNKNOWN IS NOT INCLUDED. 8. TRANSITION FROM END OF RAMP TO GROUND IS NOT INCLUDED.



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Lease Agreement

| | | |
|--|---|---|
| Lessee: 1065987 SOLANO COMMUNITY COLLEGE DISTRICT 4000 SUISUN VALLEY RD FAIRFIELD, California, 94534 | Contact: Mony Thach 4000 SUISUN VALLEY RD FAIRFIELD, CA, 94534 Phone: (415) 347-6669 Fax: | Ship To Address: FAIRFIELD, CA, 94534 |
| | | Delivery Date(on or about): 6/25/2015 |
| E-mail: monyvuth.thach@solano.edu | | |

| Rental Pricing Per Month | Quantity | Price | Extended |
|--|---|------------|-------------|
| 40x36 DSA Classroom Unit Number: | 1 | \$750.00 | \$750.00 |
| Minimum Lease Term: 18 Months | Total Monthly Building Charges: | | \$750.00 |
| | Other Monthly Charges: | | \$0.00 |
| | Total Rental Charges Per Month: | | \$750.00 |
| Delivery & Installation | | | |
| Block and Level | 1 | \$8,666.67 | \$8,666.67 |
| Delivery Freight | 3 | \$2,102.27 | \$6,306.81 |
| | Total Delivery & Installation Charges: | | \$14,973.48 |
| Final Return Charges* | | | |
| Teardown | 1 | \$2,900.00 | \$2,900.00 |
| Return Freight | 3 | \$511.36 | \$1,534.08 |
| | Due On Final Invoice*: | | \$4,434.08 |
| Total Charges Including (18) Month Rental, Delivery, Installation & Return**: | | | \$32,907.56 |

| Summary of Charges | | | |
|--------------------|-------------|------------------------------------|-------------|
| Model: CL4036 | QUANTITY: 3 | Total Charges for (3) Building(s): | \$98,722.68 |



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INSURANCE REQUIREMENTS ADDENDUM

Table with 4 columns: QTY, PRODUCT, EQUIPMENT VALUE/BUILDING, DEDUCTIBLE PER UNIT. Row 1: 3, CL4036, \$53696.00

Lessee: SOLANO COMMUNITY COLLEGE DISTRICT

Pursuant to Section 12 of 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.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will 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.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 12 of the Lease and will 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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Clarifications

***Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. 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 effect 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.** 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 (09-09-13) located on Lessor's internet site (<http://www.willscot.com/terms>) 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.

Invoicing Options (select one)

Paperless Invoicing Option
 Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

 A/P Email: _____

Standard Mail Option
 Invoices will be mailed to:
 4000 SUISUN VALLEY RD
 FAIRFIELD California 94534

 Enter a new billing address: _____

Signatures

| | | | |
|-----------------|-----------------------------------|----------------|-------------------------|
| Lessee:: | SOLANO COMMUNITY COLLEGE DISTRICT | Lessor: | Williams Scotsman, Inc. |
| Signature: | | Signature: | |
| Print Name: | | Print Name: | |
| Title: | | Title: | |
| Date: | | Date: | |
| PO# | | | |

PLEASE RETURN SIGNED AGREEMENT TO: SACLeases@willscot.com