

10) **Rental Agreement with WillScot Mobile Mini for Mobile Office Trailer Rental for Code Enforcement**

Approve and authorize the City Manager to execute a Rental Agreement with WillScot Mobile Mini for Mobile Office Trailer in an amount not to exceed \$45,426.23 per Fiscal Year for a term of two (2) years in such final form approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency of \$4,542.00 for unanticipated costs.



## REPORT TO CITY COUNCIL

**To:** Honorable Mayor and Members of the City Council

**From:** Jason Simpson, City Manager

**Prepared by:** Rick DeSantiago, Public Works Manager

**Date:** September 26, 2023

**Subject:** Rental Agreement with WillScot Mobile Mini for Mobile Office Trailer Rental for Code Enforcement

### **Recommendation**

Approve and authorize the City Manager to execute a Rental Agreement with WillScot Mobile Mini for Mobile Office Trailer in an amount not to exceed \$45,426.23 per Fiscal Year for a term of two (2) years in such final form approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency of \$4,542.00 for unanticipated costs.

### **Background**

The Code Enforcement Department plays a crucial role in maintaining the safety and quality of buildings and properties within a city. It is essential to ensure that their operations continue uninterrupted, even during City Hall Renovations. By providing a mobile office trailer, code enforcement officers can carry out their duties without significant disruption to their workflow.

Code Enforcement often interacts with residents, property owners, and other stakeholders on a regular basis. During the renovation of City Hall, having a mobile office located at Public Works will ensure that community members can easily access code enforcement services and receive assistance or information as needed.

### **Discussion**

The Mobile Office Trailer provides a convenient, cost-effective solution for temporary space. The Mobile Office Trailer will be 64 feet long and 12 feet wide with a roof height of 8 feet. The Office Trailer offers a suitable environment with necessary amenities such as heating, and cooling. This helps maintain employee satisfaction and ensures that they can continue their work effectively.

Renting a mobile office trailer for the Code Enforcement Department during City Hall Renovations ensures that essential services are not disrupted, facilities collaboration and coordination, and provides a conducive workspace for employees.

WillScot Mobile Mini have been competitively bid and priced on OMNIA Partners, dba U.S. Communities, National IPA, & NCPA, Contract # R210503, with an expiration date of 9/30/2024. OMNIA Partners, formerly U.S. Communities, National IPA, & NCPA, was created by state law as a service cooperative to provide programs and services to members in the Public Sector. OMNIA Partners was established with the statutory purpose of assisting members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. OMNIA Partners is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies. OMNIA Partners follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. OMNIA Partners contract provides the ability to leverage the combined purchasing power of over 55,000 government agencies resulting in savings on every WillScot order.

### **Waive of Competitive Bidding Procedures**

Under Section 3.08.070(G) of the Municipal Code, the City Council has the discretion to waive the competitive bidding requirement that would otherwise be utilized for this rental. In addition to the benefits outlined above, Mobile Office Trailer satisfies all of the City's requirements compared to competitors that have significant shortfalls in specifications and operating levels essential to the City's needs. These benefits and characteristics suited to the City's specific needs support the finding that waiving the competitive bidding requirement for this rental is in the best interest of the City. Therefore, staff recommends that the City Council waive the competitive bidding according to Municipal Code Section 3.08.070(G) and allow the City Manager for the Mobile Office Trailer Rental as outlined in this agenda report.

### **Fiscal Impact**

Funds are available in the City's Fiscal Year 23/24 Annual Operating Budget.

### **Attachments**

Attachment 1- Rental Agreement



Williams Scotsman inc  
 195 E Morgan Street  
 PERRIS CA 92571-3112  
 Toll Free: 800-782-1500

Your Sales Representative  
 Julian Hyde  
 Phone: (951) 200-3107  
 Email:  
 julian.hyde@willscot.com

Agreement Number:  
 Q-1509274  
 Revision: 1  
 Date: 8/30/2023  
 Expiration Date:  
 9/29/2023

**Lease Agreement**

<b>Lessee:</b> City of Lake Elsinore 130 S Main St Lake Elsinore, CA 925304109	<b>Contact:</b> Hector Gonzales , , US Phone: 9512266109 Email: hgonzales@lake-elsinore.org	<b>Ship To Address:</b> LAKE ELSINORE, CA 92530, US <b>Estimated Delivery Date :9/13/2023</b>
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Rental Pricing Per Billing Cycle	Quantity	Price	Extended
60x12 Mobile Office or Similar	1	\$ 525.00	\$ 525.00
Prof. Entrance - Steps w/ Canopy	1	\$ 67.00	\$ 67.00
Personal Property Expense	1	\$ 22.05	\$ 22.05
ADA/IBC Switchback Ramp - 36ft & Larger	1	\$ 515.00	\$ 515.00
Data Hub - Rental	1	\$ 81.00	\$ 81.00
Minimum Lease Billing Period: 24		Total Recurring Building Charges:	\$ 525.00
		Subtotal of Other Recurring Charges:	\$ 685.05
		<b>Total Recurring Charges Per Billing Cycle:</b>	<b>\$ 1,210.05</b>
		<b>Total Recurring Charges Per Billing Cycle Including Estimated Taxes:</b>	<b>\$ 1,315.93</b>

**Estimated Delivery And Installation**

Ramp - Knockdown & Return	1	\$ 2,900.00	\$ 2,900.00
Return - 12' wide	1	\$ 750.00	\$ 750.00
Essentials Material Handling	1	\$ 400.00	\$ 400.00
CA Transport Return Fee	1	\$ 25.00	\$ 25.00
CA Transport Delivery Fee	1	\$ 25.00	\$ 25.00
Prev Wage Setup and Anchor	1	\$ 3,160.00	\$ 3,160.00
Prev Wage Knockdown	1	\$ 1,475.00	\$ 1,475.00
Fuel Surcharge Delivery	1	\$ 172.50	\$ 172.50
Fuel Surcharge Return	1	\$ 172.50	\$ 172.50
Ramp - Delivery & Installation	1	\$ 2,900.00	\$ 2,900.00
Delivery - 12' wide	1	\$ 750.00	\$ 750.00
		<b>Total Delivery and Installation Charges:</b>	<b>\$ 12,730.00</b>
		<b>Total Delivery and Installation Charges Including Estimated Taxes:</b>	<b>\$ 13,843.91</b>

**Estimated Final Return Charges\***

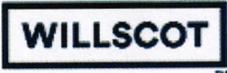
	<b>Due On Final Invoice*:</b>	\$ 0.00
	<b>Due On Final Invoice Including Estimated Taxes*:</b>	\$ 0.00
	<b>Total Including Recurring Billing Charges, Delivery, Installation and Return**:</b>	<b>\$ 41,771.20</b>
	<b>Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:</b>	<b>\$ 45,426.23</b>

**Scope Of Work**

OMNIA Contract Number: R210503

**Summary of Charges**

Model: 60x12 Mobile Office or Similar	Quantity: 1	Total Charges for (1) Building(s): \$ 41,771.20
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**Summary of Charges**

Total Charges for (1) Building(s) Including Estimated Tax: \$ 45,426.23

**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
[ ]	Loss Damage Waiver (11/12)	Recurring	1.00	\$ 175.00	\$ 175.00
[ ]	Premium Office Package	Recurring	2.00	\$ 99.00	\$ 198.00
[ ]	Professional Cubicle Package	Recurring	5.00	\$ 142.00	\$ 710.00
[ ]	Prev Wage Wood Skirting	Initial	1.00	\$ 4,100.00	\$ 4,100.00
[ ]	Prev Wage Skirting Removal	Initial	1.00	\$ 2,100.00	\$ 2,100.00
[ ]	Hitch installation	Initial	1.00	\$ 150.00	\$ 150.00
[ ]	Hitch removal	Initial	1.00	\$ 150.00	\$ 150.00
[ ]	General Liability Insurance	Recurring	1.00	\$ 29.00	\$ 29.00



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**Insurance Requirements Addendum**

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	60x12 Mobile Office or Similar	\$51,797	\$0.00

**Lessee:** City of Lake Elsinore

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:

- 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.
- 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.

**General Liability Insurance Program**

Lessee elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

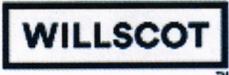
Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Damage Waiver Program**

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: \_\_\_\_\_

**Please return this signed document with the signed lease agreement.**



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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.**

**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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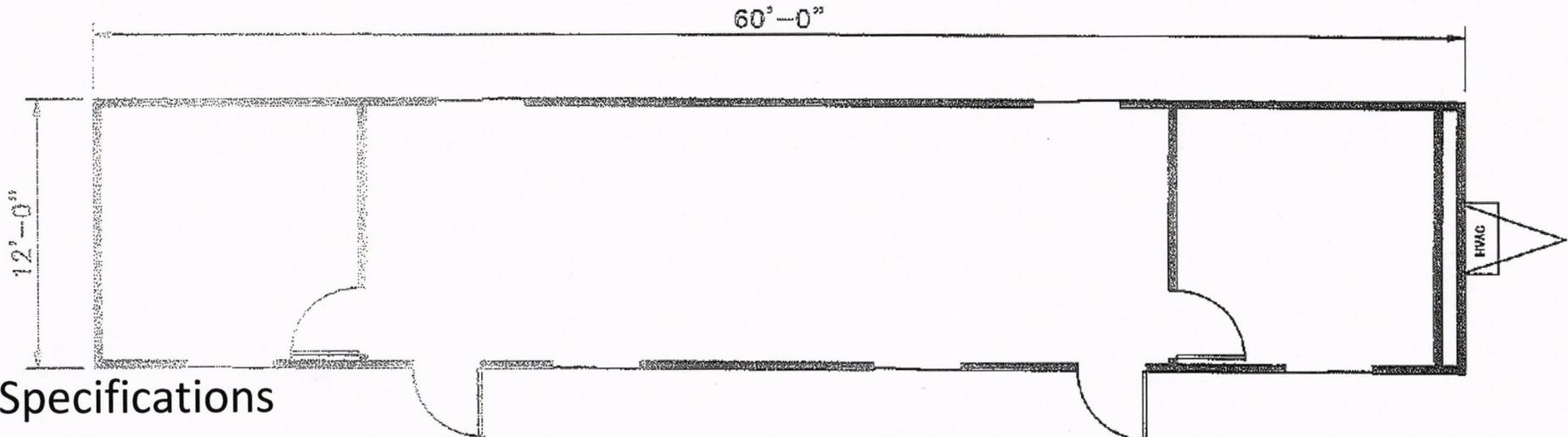
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<b>Signatures</b>	
<b>Lessee: City of Lake Elsinore</b>	<b>Lessor: Williams Scotsman inc</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

**WILLSCOT**

**WILLSCOT**



### Specifications

Additional floor plans available. Floor plans and specifications may vary from those shown and are subject to in-stock availability (Especially exterior door placement)

- **Size**
  - 64' Long (including hitch)
  - 60' Box Size
  - 12' Wide
  - 8' Ceiling height
- **Interior Finish**
  - Paneled walls
  - Vinyl tile floors
  - T-grid ceiling
- **Electric**
  - Fluorescent ceiling lights
  - 120/240 volt single phase electric
  - 100 amp breaker panel
- **Windows/Door**
  - Horizontal sliding windows
  - Steel door with commercial grade lock
- **Heating and Cooling**
  - Thermostatically controlled central
  - HVAC unit
  - Supply ducted
- **Exterior Finish/Frame**
  - Wood siding
  - I-beam or c-channel frame
  - Standard drip rail gutters

X \_\_\_\_\_  
Customer Signature

# Mobile Office 64 x 12

**WILLSCOT**

**WILLSCOT**