THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 21-142

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Williams Scotsman, Inc.
Contractor Representative	Juan Chavez
Telephone Number	(951) 681-0300
Contract Term	6 months following the County's acceptance of the equipment
Original Contract Amount	$150,721.48
Amendment Amount	
Total Contract Amount	$150,721.48
Cost Center	9174214200

Briefly describe the general nature of the contract:

Agreement with Williams Scotsman, Inc., for the lease of modular equipment at a total cost of $150,721.48 for the period of 6 months from the County's acceptance of the equipment.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Charles Phan, Deputy County Counsel	►	► William L. Gilbert, Hospital Director
Date 1/7/2021	Date	Date

Williams Scotsman, Inc.
195 E Morgan Street
Perris, CA 92571

Your Williams Scotsman Representative
Juan Chavez
Phone: (951)681-0300
Email: jachavez@willscot.com
Toll Free: 800-782-1500

Contract Number: 1403502
Revision: 3
Date: December 23, 2020

Lease Agreement

Lessee: 1047827
COUNTY OF SAN BERNARDINO
385 N ARROWHEAD AVE
SAN BERNARDINO, California, 92401

Contact:
Robert Hanley
400 N PEPPER AVE
COLTON, CA, 92324-1801
Phone: 909.580.0034
E-mail: hanleyrob@armc.sbcounty.gov

Ship To Address:
400 N Pepper Ave,
COLTON, CA, 92324

Delivery Date(on or about):
1/18/2021

Rental Pricing Per Month		**Quantity**	**Price**	**Extended**
Non Standard Unit	Unit Number:	1	$7,434.00	$7,434.00
FlexGlass		35	$11.00	$385.00
Bas. Entrance-Steps T2		1	$35.00	$35.00
ADA/IBC Ramp - 30' & less		1	$148.00	$148.00
Holding Tank	with 3xweek service	2	$780.00	$1,560.00
Flex Large Format Win 2/6x6/6		20	$20.00	$400.00
Minimum Lease Term: 6 Months			Total Monthly Building Charges:	$7,434.00
			Subtotal of Other Monthly Charges:	$2,528.00
			Total Rental Charges Per Month:	$9,962.00
Delivery & Installation				
Modification to Unit M	Prevailing wage-interior panel	1	$5,757.72	$5,757.71
Modification to Unit L	Prevailing wage-double door	1	$5,259.43	$5,259.43
COVID19 Cleaning		18	$850.00	$15,300.00
Ramp - Delivery & Installation	Prevailing Wage Rate	1	$2,218.57	$2,218.57
Tank installation		2	$225.00	$450.00
Standard Installation	Prevailing Wage Rate	1	$22,400.00	$22,400.00
Special Equip required for installation	Forklift rental	1	$900.00	$900.00
Tiedowns into asphalt	Prevailing Wage Rate	34	$121.52	$4,131.68
Delivery Freight		18	$350.68	$6,312.24
			Total Delivery & Installation Charges:	$62,729.63
Final Return Charges*				
Tiedown-Asphalt Removal	Prevailing Wage Rate	34	$40.35	$1,371.90
Ramp - Knockdown & Return	Prevailing Wage Rate	1	$1,685.71	$1,685.71
Standard Removal	Prevailing Wage Rate	1	$17,950.00	$17,950.00
Special Equip required for removal	Forklift rental	1	$900.00	$900.00
Return Freight		18	$350.68	$6,312.24
			Due On Final Invoice*:	$28,219.85
			Total Charges Including (6) Month Rental, Delivery, Installation & Return:**	$150,721.48

Comments
BASED ON PREVAILING WAGE INSTALLATION. Double-doors will be delivered and installed approximately 14 weeks after order is place due to turnaround.

Summary of Charges

Model: Trailer	QUANTITY: 1	Total Charges for (1) Building(s): $150,721.48

Williams Scotsman, Inc.
195 E Morgan Street
Perris, CA 92571

Your Williams Scotsman Representative
Juan Chavez
Phone: (951)681-0300
Email: jachavez@willscot.com
Toll Free: 800-782-1500

Contract Number:1403502
Revision: 3
Date: December 23, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	Trailer	$225000.00	

Lessee:COUNTY OF SAN BERNARDINO

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.

Commercial General Liability Insurance

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.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and 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.

Lessor represents that it has all necessary licenses (including a Class B general contractor's license (CSLB# 606382)), permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations necessary to perform its obligations under this Agreement, including specifically the installation and removal of any leased equipment hereunder. Lessor shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Lessor will notify Lessee immediately of loss or suspension of any such licenses, permits and/or certifications.

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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 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.**

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.

A/P Email: _____

A/P Email on File: _____

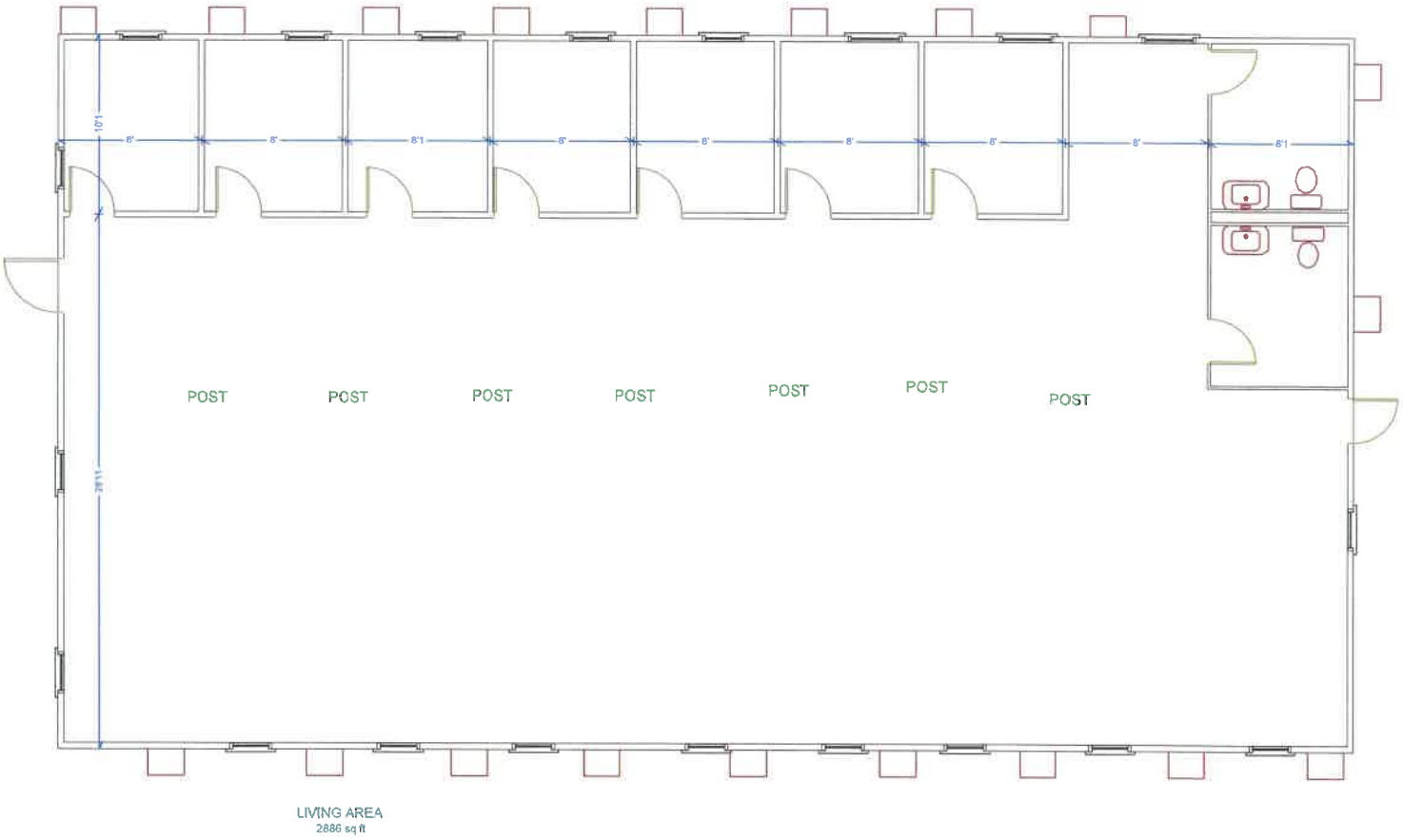
[ ]Standard Mail Option
Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

268 W. Hospitality Ln, 4th Floor San Bernardino CA 92415

Enter a new billing address: _____

72' x 40' One Story FLEX Complex

72 x 40'



All Elongated Windows

Linoleum Flooring

SIGNATURE:_____

Supplemental Addendum To Williams Scotsman, Inc. Lease Agreement (1403502)
For Modular Buildings Used For Applications Related to
Pathogen Testing, Examination, Treatment, Or Quarantine Rev 3.17.20

1. Williams Scotsman, Inc. (hereinafter also, "Williams Scotsman") and Lessee [collectively, "the Parties"] agree to incorporate by reference this Supplemental Addendum ("Addendum") to the Lease Agreement, National Account Agreement or Master Lease Agreement, as applicable dated December 23, 2020) ["Lease Agreement"] entered into by and between the parties for lease of the modular Equipment and related value added products and services and ancillary accessories or equipment described therein ("the Equipment"). In the event of conflict between the Lease Agreement and the terms and conditions of this Addendum, the terms of the Addendum shall control. The Parties recite as consideration for this Addendum the terms of the Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. The Parties acknowledge that the Equipment will be used for applications relating to testing, examination, treatment, and/or quarantine of persons who have, or may have, tested positive for one or more microbial pathogens or contagious diseases, including without limitation, the COVID-19 virus. Lessee acknowledges and agrees that the use of the Equipment for these purposes shall be at the sole risk and liability of Lessee, including without limitation the death or illness of any person in relation to such testing, examination, treatment, or quarantine. The term "person" for the purposes of this provision, shall include all persons employed, or retained as independent contractors, to perform such testing, examination, treatment, or quarantine or any party or person that comes into contact with the Equipment while in the possession of the Lessee.

Cleaning And Disinfection

3. Lessee shall clean and disinfect the Equipment during its use and occupancy of the Equipment and upon the time which it vacates the Equipment. Lessee shall perform such cleaning and disinfection using cleaning solutions that strictly comply with all applicable CDC, WHO, or other regulatory or governmental agencies for cleaning and disinfecting areas for COVID-19, including without limitation, using products with EPA-approved emerging viral pathogens claims ("Regulatory Guidelines"). When Lessee vacates the Equipment, prior to the cleaning and disinfection process, Lessee shall promptly remove from the Equipment all of its personal property, together with all equipment and materials used for the cleaning and disinfection work. Lessee shall ensure that the Equipment is returned to Williams Scotsman in clean condition, free of all waste and debris and in the same condition as delivered to Lessee. After completion of the cleaning and disinfection work, Lessee shall ensure that no party or person accesses the Equipment at any time and it shall be Lessee's sole responsibility to comply with all federal, state, local or other applicable law governing the disposal of medical waste. Lessee shall contractually require the same duties of compliance set forth herein from any vendor or subcontractor performing any cleaning or disinfection services. Lessee understands and agrees that Lessor reserves its right to have its own third party clean and disinfect the Equipment at the Lessee's sole cost and expense, prior to the removal of the Equipment from site.
4. After Lessee's vacates the Equipment as set forth in this Addendum, Lessee shall notify the Lessor that the Equipment is ready for removal by Williams Scotsman. The Lessee shall ensure that the Equipment has been vacated for a period of time that is in compliance with any regulatory guidance by the CDC, WHO or other governmental agencies (the "Vacated Period") prior to contacting Williams Scotsman for removal. Lessee shall be solely responsible for preventing access to and securing the Equipment during the Vacated Period and until the date Williams Scotsman completes its removal of the Equipment from the Lessee's site.
5. Rent shall continue to accrue until the date of completed removal of the Equipment by Williams Scotsman. Lessee understands and agrees that Lessee is required to provide Lessor with a minimum of thirty (30) days' advance written notice of its return of the Equipment and agrees that Lessor's time frame for removal of the Equipment, after Lessee notifies Williams Scotsman that the Equipment is ready for removal, may need to be extended due to availability of resources, vendors, or other circumstances beyond Lessor's control.

Release, Indemnity, Defense, And Additional Insured Status

6. In addition to Lessee's indemnity and defense obligations set forth in the Lease Agreement, to the maximum extent permitted by applicable law, Lessee agrees to release, indemnify, defend and hold harmless Williams Scotsman, its agents and employees, from and against any and all losses, claims, fines, attorneys' fees and expenses, related to: (a) the death of, illness of, or injury to, or damage to the property of, any person or party arising from or related to use of the Equipment as set forth in paragraph 2 herein; and/or (b) the failure of Lessee to strictly comply with the Regulatory Guidelines as set forth in paragraph 3 herein; and/or (c) the failure of Lessee to comply with applicable federal, state, or local law in Lessee's use of the Equipment, including without limitation Lessee's reporting and/or recordkeeping obligations pursuant to OSHA and other applicable law. Lessee's obligations to defend and indemnify Williams Scotsman shall survive the expiration or earlier termination of this Agreement in all circumstances. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Williams Scotsman by any forum. In addition to the Lessee's obligations of indemnity and defense herein, Lessee shall name Lessor as an additional insured on all policies of insurance providing applicable coverage for all losses, including without limitation those losses indemnified against in this paragraph 6 herein.

Government Taking

7. In the event the government confiscates or otherwise exercises it right of eminent domain over the Equipment, the Equipment shall be declared a total loss and Lessee shall be responsible to pay Williams Scotsman for the value of the Equipment as set forth in the Lease Agreement or, if no such value is listed, Lessee shall pay the Lessor the value of the Equipment as determined by Lessor.

Right To Decline Services

8. Williams Scotsman shall have the right, at its sole discretion, to decline repair or relocation services during the pendency of the Lease Agreement in relation to any Equipment leased for the purposes of microbial pathogen testing, examination, treatment, or quarantine.

Pricing

9. Any pricing tiers, or specific pricing set forth as part of a Lessee's Lease Agreement, if applicable, shall not apply for the uses as described in this Addendum.

IN WITNESS WHEREOF, Lessee, intending to be legally bound, has caused its duly authorized officer(s) to execute this Addendum as of the date provided below.

LESSEE

By: _____ 1/12/21

Printed name: Leonard X. Hernandez

Title: Chief Executive Officer

Date: _____

ARROWHEAD REGIONAL MEDICAL CENTER

400 N. Pepper Avenue, Colton, California 92324-1819 | Phone: 909.580.1000
www.arrowheadregional.org

The Heart of a Healthy Community

NON-STANDARD TERMS FOR THE WILLIAMS SCOTMAN, INC. LEASE AGREEMENT

The Lease Agreement with Williams Scotman, Inc. ("Willscot") is its standard lease agreement, which includes terms that differ from the standard County contract and omits certain County standard contract terms. County Counsel reviewed the terms and conditions on January 6, 2021, and identified the following non-standard and missing terms:

1. **Insurance**: The agreement does not include the County's standard insurance provisions, which set forth minimum coverages and limits normally required of vendors.

   Potential Impact: The agreement does not include the County standard insurance requirements. This means that the County has no assurance of an insurance company that Willscot will be financially responsible for claims that may arise under the agreement, which could result in expenses to the County that exceed the total contract amount. No waiver of subrogation may allow Willscot's insurers, if any, to bring suit against the County. Not being added as an insured to Willscot's insurance policies means that the County cannot directly turn to Willscot's insurers in pursuing a claim.

2. **Insurance**: The County agrees to name Willscot as an additional insured on its polices of insurance providing applicable coverage for loses, and requires the County to waive subrogation in favor of the vendor on general liability and workers' compensation policies.

   Potential Impact: By adding Willscot as an additional insured, Willscot would be able to go directly to the County's insurance for resolution of a claim, but given that the County is self-insured, this will have no material impact on the transaction. By requiring the County to waive subrogation, the County's insurers, to the extent applicable, would not be able to pursue any claims directly against Willscot.

3. **Assignment**: The agreement is silent on Willscot's ability to assign the agreement.

   Potential Impact: Willscot may assign the agreement to a third-party without the County's approval or notice. This could allow the agreement to be assigned to a business with which the County is legally prohibited from doing business with due to issues of federal debarment or suspension and conflict of interest.

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) First District | Janice Rutherford Second District | Dawn Rowe Third District | Curt Hagman Chairman Fourth District | Joe Baca, Jr. Fifth District
Leonard X. Hernandez Chief Executive Officer

4. **Venue and Governing Law**: The agreement is silent on the law that governs the interpretation of the agreement and is silent on the venue of any action that may arise under the agreement. The standard County contract requires that the contract be interpreted under California law and mandates that any action be brought in the San Bernardino County Superior Court.

   Potential Impact: If Willscot files a lawsuit, it is not limited to filing the lawsuit in the San Bernardino County Superior Court. Moreover, because of the absence of a governing law clause, there is a potential that the agreement may be interpreted under the laws of another state, which could potentially result in the County incurring fees and expenses that exceed the contract amount.

5. **Termination**: The agreement is silent on the ability of the County to terminate without cause. The County's standard termination provision provides that either party may terminate the agreement with 30 days prior written notice.

   Potential Impact: They County may not be able to terminate the agreement without cause.

6. **Indemnification**: The County agrees to release, indemnify, defend and hold harmless Willscot, its agents and employees, from and against any and all loses, claims, fines, attorney's fees, and expenses related to the death, illness, or injury to, or damage to property or persons, arising from the use of the leased equipment, or the County's failure to strictly comply with regulatory guidelines, or to comply with any applicable laws

   Potential Impact: By agreeing to defend and indemnify Willscot, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against the vendor without such limitations and the County would be responsible for defending and reimbursing the vendor for costs, expenses, and damages which could exceed the contract amount.

7. **Bonds**: There are no bonding requirements contractually imposed on the vendor in the Agreement.

   Potential Impact: In the event Willscot defaults on its obligations, the County may be financially liable for the damages if Willscot is not bonded and unable to meet its financial obligations.

8. **Attorney's Fees**: There is no provision in the agreement addressing each party's responsibility for paying attorney's fees.

   Potential Impact: County counsel cannot advise on, whether and to what extent, state law, other than California law, may affect a party's requirement to pay the

prevailing party's attorney's fees and costs in a legal action where no specific provision is provided in the agreement.

CEO Approval: _____ 1/12/21
Leonard X. Hernandez, Chief Executive Officer

County Counsel: _____
Charles Phan, Deputy County Counsel