

Board Office Use: Legislative File Info.	
File ID Number	151467
Introduction Date	8-12-2015
Enactment Number	15-1219
Enactment Date	8/12/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date August 12, 2015

Subject Lease Agreement - Kitchens to Go, LLC - Claremont Kitchen and Cafeteria Fire Repair Project

Action Requested Approval by the Board of Education of a Lease Agreement with Kitchens to Go, LLC for Temporary Lease of Kitchen Portable on behalf of the District at Claremont Kitchen and Cafeteria Fire Repair Project, in an amount not-to exceed \$268,000.00. The term of this Agreement shall commence on August 12, 2015 and shall conclude no later than August 31, 2017.

Background The scope of the project is to provide and install a thirty-four (34) feet kitchen trailer for twenty-four (24) months. This will be attached to the serving and seating portables, provided by Mobile Modular. We need to have the kitchen up and running for the start of school August 24th.

Discussion Because of the fire in the existing cafeteria, we are providing a temporary kitchen and seating area. This will be in place for approximately twenty-four (24) months.

LBP (Local Business Participation Percentage) 0.00% (Sole Source)

Recommendation Approval by the Board of Education of a Lease Agreement with Kitchens to Go, LLC for Temporary Lease of Kitchen Portable on behalf of the District at Claremont Kitchen and Cafeteria Fire Repair Project, in an amount not-to exceed \$268,000.00. The term of this Agreement shall commence on August 12, 2015 and shall conclude no later than August 31, 2017.

Fiscal Impact Risk Management

Attachments

- Agreement for Lease
- Certificate of Insurance
- Proposal

AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS FROM KITCHENS TO GO. TO
THE OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made as of the 9th day of June, 2015 by and between KITCHENS TO GO., whose local place of business is at 466 W. Fallbrook Avenue, Suite 106, Fresno, CA 93711 hereinafter called "LESSOR" or KITCHENS TO GO., and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for

Claremont Kitchen & Cafeteria Fire Repair Project
At
Claremont Middle School School
Oakland, CA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, LESSOR and DISTRICT agree as follows:

Article I. Scope of Work

- 1.1 KITCHENS TO GO. shall supply and install portable mobile kitchen at Claremont Middle School School and for the duration of twenty (24) months.
- 1.2 KITCHENS TO GO. shall provide all permits necessary for the delivery of the portables to the sites. DISTRICT shall provide all permits for the installation, assembly and occupancy of the portables.
- 1.3 LESSOR shall provide portables that meet or exceed the requirements of the State of California, Department of Housing Code.

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by S. Meek Architect who shall have the rights assigned to Architect/Engineer ("A/E") in the Lease Agreement Documents.
- 2.2 DISTRICT will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Lease Agreement Documents in connection with completion of Work in accordance with Lease Agreement Documents.

Article III. Performance of Work

- 3.1 Work shall commence immediately upon KITCHENS TO GO, LLC.'s acceptance and receipt of this Agreement from District. Any delay in KITCHENS TO GO, LLC.'s delivery of the portables is excused only for delays in delivery due to fire, flood, windstorm, riot, civil disobedience, strike, Acts of God, or other circumstance beyond KITCHENS TO GO, LLC.'s reasonable control, which KITCHENS TO GO, LLC. could not anticipate, which shall prevent the making of deliveries in the normal course of business. KITCHENS TO GO, LLC. is not otherwise excused for delay in delivery of the portables. With respect to work performed on DISTRICT property, DISTRICT agrees and acknowledges that its' Contractor that performed and/ or will be performing a work of construction at the work site is responsible for providing traffic control, access to the work site and a safe work environment. Where no Lease Agreement for construction is underway, DISTRICT is required to provide necessary traffic control, access to the work site and a safe work environment.

Article IV. Lease Agreement Time

- 4.1 The Work will be completed as follows:
The Work will be conducted in one phase Lease Agreement Duration: commencing August 12, 2015 and ending on August 31, 2017.

Article V. Lease Agreement Sum

- 5.1 DISTRICT shall pay KITCHENS TO GO, LLC. the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents. The Lease Agreement Sum is KITCHENS TO GO, LLC..

Mobile Kitchen – 24 months (\$9,750.00 per month)	\$234,000.00
Delivery and Set-up (basic one time charge)	\$ 29,000.00
Transportation of portable kitchen	\$ 4,800.00
Contingency Amount	\$ 200.00
Total:	\$268,000.00

- 5.2. The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT'S use. In compensation for said use, LESSOR shall be due the Lease Agreement sum identified in section 5.1 of this Lease Agreement and, from the date of the execution of this Lease Agreement, said compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of the first month, and said rent shall be the sum of **Nine thousand, seven hundred fifty dollars and no cents (\$9,750.00) or a proration thereof, at a cost of 1/30 of the total monthly rent for each day during the term of this Lease.** All rent shall be paid to LESSOR at the address to which notices to LESSOR are given. Commencing on the date of execution of this agreement, LESSEE shall pay a charge or ten percent (10%) per annum on rental payments due under this Lease Agreement that are thirty (30) days or more past due.

Article VI. Lease Term

- 6.1 The duration of the Lease term for the portable unit at Claremont Middle School School will be from June 12, 2015 and ending on July 30, 2017. Project Schedule for the portables where the site plans have been completed and delivered to KITCHENS TO GO. and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to KITCHENS TO GO. the duration of the Lease Term will begin upon delivery of the site plans to KITCHENS TO GO. and installation of the portable at the DISTRICT site by KITCHENS TO GO.. Said term shall be referred to as the "Lease Term",

The term of this Lease shall include the partial month, if any, immediately preceding the first full calendar month of this year, unless terminated in accordance with the terms set forth herein.

- 6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to KITCHENS TO GO. that said month-to-month extension shall be terminated. However, the total term of the lease, including any lease extension shall not extend beyond a period of twenty-four months without the authorization of the DISTRICT Board of Education. DISTRICT's written notification of termination of the month-to-month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at Claremont Middle School School shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by KITCHENS TO GO..

Article VII. Compensation

- 7.1 DISTRICT shall pay KITCHENS TO GO. the Lease Agreement sum for completion of Work and for rental of the portable buildings for the initial Lease Term and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be Two hundred sixty-eight thousand dollars and no cents (\$268,000.00) complete rental fee for the initial Lease Term for the portable buildings at Claremont Middle School School and is inclusive of all other labor, materials, site work, access, costs and expenses and other related charges for performance of the Work listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

Article VIII. Lease Agreement Documents

- 8.1 The Lease Agreement Documents which comprise the entire agreement between DISTRICT and LESSOR concerning the Work consist of this Agreement and shall not be modified except by written agreement between the parties

Article IX. District Approval of Work

- 9.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise LESSOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

Article X. Prevailing Wages

- 10.1 **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

Article XI. Inspection of Work/Defective or Damaged Work

- 11.1 DISTRICT shall inspect the materials, equipment and work provided by KITCHENS TO GO. within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by KITCHENS TO GO. hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to KITCHENS TO GO. in the same condition as it was delivered less any normal wear and tear.
- 11.2 KITCHENS TO GO. shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to KITCHENS TO GO., have the authority to deduct the cost there from any compensation due or to become due to KITCHENS TO GO.. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

Article XII. Warranty

- 12.1 KITCHENS TO GO. hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to KITCHENS TO GO., for KITCHENS TO GO.'s breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT, it shall be the responsibility of the

DISTRICT to maintain the equipment in the same condition it was received, absence normal wear and tear. At the end of the term, the DISTRICT shall clean the equipment to the same level of cleanliness as when it was received by DISTRICT. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at KITCHENS TO GO.'s risk and returned to KITCHENS TO GO. at KITCHENS TO GO expense. Defects are not waived by acceptance of goods or by failure to KITCHENS TO GO. thereof.

- 12.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of KITCHENS TO GO. and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States

Article XIII. Warranty of Title

- 13.1 KITCHENS TO GO. shall warrant to DISTRICT, its' successors and assigns, that the title to the material, supplies or equipment covered by this Lease Agreement, when delivered to DISTRICT or to its' successors or assigns, is free from all liens and encumbrances.

Article XIV. District's Rights and Remedies for Default

- 14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to KITCHENS TO GO. its' allowable costs incurred to date of termination and those costs deemed necessary by KITCHENS TO GO. to effect termination. In the event that KITCHENS TO GO. at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay KITCHENS TO GO. only its' allowable costs to date of the termination.
- 14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be' cured within ten (10) working days, the DISTRICT and KITCHENS TO GO. shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay KITCHENS TO GO. only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.
- 14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from KITCHENS TO GO. for public education purposes and the removal of the portable classrooms, for any reason, must be coordinated with DISTRICT's academic schedule to avoid disruption of the District's delivery of public education and related public education operations. Accordingly, KITCHENS TO GO. may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches

the requirements or conditions of the LEASE AGREEMENT, and does not within thirty (30) working days (or such other reasonable period as the KITCHENS TO GO. may authorize in writing) of receipt of notice from the KITCHENS TO GO. cure such breach or violation. In the event that elects to terminate the Agreement, may remove its portable buildings and shall coordinate the removal of its portable buildings with DISTRICT to avoid or minimize any disruption of classes or public education operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with in the scheduling of the removal of portable buildings in the event that the DISTRICT elect to terminate the agreement KITCHENS TO GO may remove the portable buildings. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by KITCHENS TO GO. and DISTRICT to effect termination.

Article XV. Failure to Complete Lease Agreement - Effect

- 15.1 In case of failure on the part of KITCHENS TO GO. to complete its' Lease Agreement within the specified time or a mutually agreed upon and authorized extension thereof, in accordance with the notice requirements of Section 1.1, Default, the Lease Agreement may be terminated and DISTRICT shall in such event not thereafter pay or allow KITCHENS TO GO. any further compensation for any labor, materials or equipment furnished by him under such Lease Agreement; and DISTRICT may proceed to complete such LEASE AGREEMENT either by re letting or otherwise, and KITCHENS TO GO. and his bondsmen shall be liable to DISTRICT for all loss or damage which it may suffer on account of KITCHENS TO GO.'s failure to complete its' Lease Agreement.

Article XVI. Damages

- 16.1 All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the LESSOR or any agent or person employed by him shall be sustained by the LESSOR.

Article XVII. Liquidated Damages

- 17.1 Omitted

Article XVIII. Effect of Extensions of Time

- 18.1 Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or anyone of the aforementioned, will not operate as a release to KITCHENS TO GO. or the surety on KITCHENS TO GO.'s faithful performance bond from said guarantee, if any bond is required.

Article XIX. Performance Bond

~~19.1 This section is not applicable to Lease Agreements where portable building(s) have already been installed.~~

~~As a condition of award of this agreement to KITCHENS TO GO., DISTRICT may require KITCHENS TO GO. to execute and deliver to DISTRICT a performance bond in the amount of one hundred percent, (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to its' liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.~~

Article XX. Payment Bond

~~19.2 This section is not applicable to Lease Agreements where portable building(s) have already been installed.~~

~~As a condition of award of this agreement to KITCHENS TO GO., DISTRICT may require KITCHENS TO GO. to execute and deliver to DISTRICT a payment bond in the amount of one hundred percent (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for payment of materials, labor and equipment in performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.~~

Article XXI. Indemnification

21.1 With respect to the willful misconduct, negligent acts or omissions of KITCHENS TO GO., or its' employees, officers, agents, or subcontractors only, shall indemnify, keep and hold harmless, the DISTRICT, its' directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by , its ,employees, officers, agents or sub contractors whether or not it shall be claimed that

the injury was caused through a negligent act or omission of or its' employees; and shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgments shall be rendered against the DISTRICT its' directors officers, employees and/or agents in any such action, shall at its' expense satisfy and discharge the same.

- 21.2 With respect to the willful misconduct, negligent acts or omissions of DISTRICT its' employees, officers, agents, subcontractors or attendees, DISTRICT shall indemnify, keep and hold harmless, KITCHENS TO GO., its directors, officers, employees, subcontractors and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the buildings (or any item provided with the buildings) under this Agreement caused by DISTRICT, its' employees, officers, agents, sublesser, or subcontractors or attendees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of DISTRICT or its' employees, officers, agents, subcontractors, or attendees; DISTRICT shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against KITCHENS TO GO. its' directors, officers, employees and/or agents in any such action, DISTRICT shall at it's expense satisfy and discharge the same.

Article XXII. Infringement of Patents

- 22.1 KITCHENS TO GO. agrees that he will at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to prompt notice in writing of the institution of the suit or proceedings and permits through his counsel to defend the same and gives information, assistance and authority to enable to do so.

Article XXIII. Assignment and Delegation

- 23.1 KITCHENS TO GO. shall neither delegate any duties or obligations under this LEASE AGREEMENT nor assign, transfer, convey, sublet or otherwise dispose of the Lease Agreement or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT except as required by KITCHENS TO GO bank or other financial parties or in the case of the sale of assets of KITCHENS TO GO.

Article XXIV. Equal Employment Opportunity

- 24.1 In connection with the performance of this Agreement KITCHENS TO GO. shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, sexual orientation or national origin.

Article XXV. Environmental and Safety Health Standards Compliance

- 25.1 KITCHENS TO GO. shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. KITCHENS TO GO. shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Lease Agreement.

Article XXVI. Hazardous Chemicals and Wastes

- 26.1 KITCHENS TO GO. shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of KITCHENS TO GO. or any subcontractors during the course of performance of this Lease Agreement for work done by KITCHENS TO GO while KITCHENS TO GO have employees of subcontractors on site. KITCHENS TO GO. shall immediately report any such release to the DISTRICT Project Manager. KITCHENS TO GO. shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT, its' directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its' directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including the DISTRICT.

Article XXVII. Insurance

- 27.1 If KITCHENS TO GO. employs any person to perform work in connection with this Lease Agreement, KITCHENS TO GO. shall procure and maintain at all times during the performance of such work, Workers ' Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- 27.2 Prior to commencement of work under this Lease Agreement by any such employee, KITCHENS TO GO. shall deliver to DISTRICT a Certificate of Insurance, which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits, shall be given to DISTRICT.
- 27.3 Bodily Injury, Death and Property Damage Liability Insurance.
- 27.4 KITCHENS TO GO. shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering KITCHENS TO GO. and DISTRICT for liability arising out of the operations of KITCHENS TO GO. and any subcontractors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on

behalf of KITCHENS TO GO. in the performance of work under this Lease Agreement, the policy(ies) shall be subject to a limit for each occurrence of Two Million, Five Hundred Thousand Dollars (\$2,500,000), naming as an additional insured, in connection with KITCHENS TO GO.'s activities, the DISTRICT, and its' directors, officers, employees and agents. The Insurer(s) shall agree that its' policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

- 27.5 Inclusion of DISTRICT as an additional insured shall not in any way affect its' rights with respect to any claim, demand, suit or judgment made, brought or recovered against KITCHENS TO GO.. The policy shall protect KITCHENS TO GO. and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.
- 27.6 Prior to commencement of work hereunder, shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal, or reduction in limits shall be given to DISTRICT.

Article XXVIII. Self-Insurance.

- 28.1 DISTRICT shall provide insurance or agree to self insure in accordance with the following terms: Lessee, at its sole expense, shall provide All Risk, Replacement Cost insurance, on an inland marine or property form, for the Equipment listed above and shall bear the risk of loss from the time the Equipment is delivered to Lessee's location until it is picked up and removed from Lessee's location at the termination of the Lease. Lessee, at its sole expense, shall provide adequate General Liability coverage. Lessee shall, prior to the delivery of the Equipment, provide Lessor with a certificate of insurance naming Lessor as an additional insured for General Liability and Loss Payee for All Risk Replacement Cost insurance, inland marine or property, that is in form and substance satisfactory to Lessor.

The replacement cost coverage shall include all risks for all hazards requested by Lessor including but not limited to, fire, theft, flood, wind, earthquake and extended coverage insurance, and such policies shall be payable to Lessor as its interest may appear. Lessee's insurance shall be Primary and any insurance maintained by Lessor shall be non-contributory with the insurance provided by this provision. A waiver of Subrogation endorsement is required for General Liability and Worker's Compensation coverage provided by Lessee. Such policies of insurance shall be reasonably satisfactory to Lessor as to form and insurance carrier, and shall provide for at least thirty (30) days written notice of cancellation to Lessor and in the following minimum amounts:

- (a) General Liability \$1,000,000 per occurrence
- (b) Medical Payments \$ 5,000
- (d) Equipment Replacement \$1,045,000
- (e) Worker's Compensation \$1,000,000
- (f) Excess Liability Umbrella \$1,000,000

Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessor may act as attorney for Lessee in making, adjusting or settling any claims under any insurance policies insuring the Equipment. Lessee assigns to Lessor all of its right, title and interest to any insurance policies insuring the Equipment, including all rights to receive the proceeds of insurance not in excess of the unpaid obligations under this Lease, and directs any insurer to pay all such proceeds directly to Lessor and authorizes Lessor to endorse Lessee's name on any draft for such proceeds.

Risk of Loss. Lessee assumes all risk of loss, damage, theft or destruction of the Equipment. Except as provided in this Section 7, no such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in full force and effect. Lessee, at Lessor's option, shall either (a) place the Equipment in good repair, condition and working order; (b) replace the Equipment with like equipment in good repair, condition and working order; or (c) pay Lessor an amount equal to all unpaid Rentals due and to become due under this Lease with respect to the affected Equipment, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, damage, theft or destruction.

Article XXIX. Audit and Inspection of Records

- 29.1 ~~During the term of this Agreement, shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents specifically relating to this Lease Agreement at all reasonable times.~~

Article XXX. Notices

- 30.1 All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager, and 's KITCHENS TO GO Project Manager All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Oakland Unified School District
Director of Facilities Planning and Management
955 High Street
Oakland, CA 94601
Attention: Mr. Tadashi Nakadegawa

If to :

KITCHENS TO GO
466 W. Fallbrook Avenue, Suite 106
Fresno, CA 93711

Tel:559-276-0123

Attention: Ralph Goldbeck

- 30.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

Article XXXI. District Representative

- 31.1 Except when approval or other action is required to be given or taken by Board of Education of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT
- 31.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of DISTRICT or acting as an employee or representative of DISTRICT, liable on this Lease Agreement, or upon any warranty of authority, or otherwise.

Article XXXII. Clayton Act and Cartwright Act

- 32.1 In entering into a public works Lease Agreement or a subLease Agreement to supply goods, services or materials pursuant to a public works Lease Agreement, or subcontractors offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Lease Agreement or the sub-Lease Agreement
- 32.2 This assignment shall be made and become effective at the time DISTRICT tenders final payment to the Vendor, without further acknowledgment by the parties.

Article XXXIII. DSA Construction Reports

- 33.1 LESSOR shall provide to the District all documents required for compliance with and substantiating LESSOR'S compliance with the applicable local, state and federal laws and regulations, including such documents, which are necessary and which may be required for submission to the Department of the State Architect in connection with the use of portable buildings for public education. LESSOR shall provide accurate and complete reports and records regarding the portable buildings leased under this Agreement for reporting to the State of California and the Department of the State Architect.

Article XXXIV. Miscellaneous Provisions

All terms and conditions required by law are deemed part of the Lease Agreement.

GOVERNING LAW This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California Law.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written with respect to the lease of the Premises. This Lease may be modified or amended in writing, if the party obligated under the amendment signs in writing.

SEVERABILITY. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

The DISTRICT shall provide a reasonably flat and level location with adequate soil conditions or other foundation to allow the safe and stable placement of the temporary kitchen.

UTILITIES. Lessee shall provide, connect and disconnect all utilities to the Equipment as listed and shown on Exhibit A, attached hereto and made a part hereof. Lessee shall disconnect and remove any utility material promptly at the completion of use and after the units have been tested and inspected jointly by Lessee and Lessor, in order to allow Lessor to dismantle and remove the Equipment.

FUEL. The fuel to be used is Propane. If gas is used, the Lessee will provide gas with line pressure of 3 psi regulated at the Equipment to 10" w.c. for natural gas and 13" w.c. for propane. The maximum volume of gas required is 2,866,340 BTU/hr.

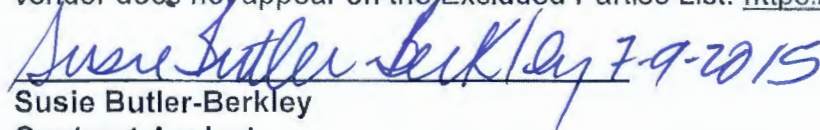
ELECTRICAL. The Lessee shall provide electrical power of 3 phase, 120/208 volt, 951 amp service. The Lessee shall provide fresh water at a pressure no less than 35 psi and no greater than 60 psi.

WATER. Lessee further agrees that it will provide a source of soft water to the unit and will not use hard water in any part of the unit. Any water supply with over 3 grains per gallon is considered hard water and requires conditioning. Should the unit have either a convection steamer or combination steamer oven, Lessee agrees to change filters as recommended by the manufacturer of said steamer or oven as well as descale the units as described in the respective equipment operation or maintenance manuals

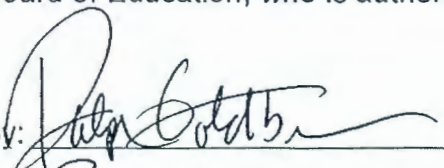
USE AND OPERATION OF EQUIPMENT. Lessee agrees that it will use the Equipment in accordance with this Lease, provided that any such use is in conformity with all applicable laws and regulations, any insurance policies, and any warranties of the manufacturer and any

maintenance Leases with respect to the Equipment. Lessee shall not permit anyone other than its authorized agents or trained employees to operate the Equipment.

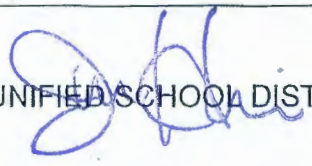
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

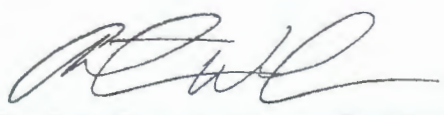
IN WITNESS WHEREOF, LESSOR has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

:
By: 
Its: Partner

Dated: 6/16/15

OAKLAND UNIFIED SCHOOL DISTRICT
By: 
James Harris, President, Board of Education

Dated: 8/13/15

By: 
Antwan Wilson, President and Secretary of the Board S

Dated: 8/13/15

By: 
Vernon Hal, Senior Business Officer
Department of Facilities Planning and Management


Dated: _____

Approved as to form:


Cate Boskoff, Facilities General Consul

Dated: 7-9-15-

LESSOR: KITCHENS TO GO.
School: Claremont Middle School
Funding: Risk Management

File ID Number: 15-1467
Introduction Date: 8/12/15
Enactment Number: 15-1219
Enactment Date: 8/12/15
By: 

END OF DOCUMENT

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE OAKLAND UNIFIED SCHOOL DISTRICT
NO. 1415-1180**

**AUTHORIZING AND APPROVING A LEASE AGREEMENT WITH KITCHENS TO GO,
LLC., FOR A PIGGY-BACK LEASE OF TWO (2) PORTABLE KITCHEN BUILDING
FOR DELIVERY AND INSTALLATION AT CLAREMONT MIDDLE SCHOOL
PURSUANT TO A COMPETITIVE PROCUREMENT PROCESS PERFORMED BY
WESTER PLACER UNIFIED SCHOOL DISTRICT**

WHEREAS pursuant to section 20118 of the Public Contract Code, I, the State Administrator has determined it to be in the best interest of the District to LEASE relocatable portable building without competitive bidding, provided that said equipment comply with the specifications and unit prices established by a competitive bid process recently performed by a local public entity; and

WHEREAS District staff has advised that said equipment meeting the District's needs and requirements were specified in a competitive bid issued by WESTERN PLACER Unified School District awarded on March 10, 1999, wherein GARY DOUPNIK MANUFACTURING, INC., 3237 Ripey Road, Loomis, CA 95650 was selected as the lowest bidder to perform the delivery and installation of the portable buildings; and

WHEREAS District staff has advised that said equipment meeting the District's urgent facility needs and long lead time for the listed two (2) portable kitchen portable, Kitchens to Go, LLC. has agreed to provide two (2) portable kitchen for the two (2) Claremont Middle School Kitchen and Cafeteria Fire Project, ready for immediate delivery; and

WHEREAS, District staff recommends the lease, delivery and installation of the portable kitchen building at the cost and description stated below:

<u>Equipment Type</u>	<u>Sub Unit Cost</u>
Kitchens to Go, LLC.	<u>\$268,000.00</u>
Total	<u>\$268,000.00</u>

WHEREAS the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a "good-faith" effort to do so as required by the District Policy for such participation;

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE OAKLAND UNIFIED SCHOOL DISTRICT
NO. 1415-1180**

**AUTHORIZING AND APPROVING A LEASE AGREEMENT WITH KITCHENS TO GO,
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PURSUANT TO A COMPETITIVE PROCUREMENT PROCESS PERFORMED BY
WESTER PLACER UNIFIED SCHOOL DISTRICT**

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with KITCHENS TO GO, LLC for the performance of bid work.

Passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on August 12, 2015

Antwan Wilson
Secretary, Board of Education

#15100

KITCHENS TO GO®

Built by CARLIN

A Division of GRS Holding, LLC

466 W. Fallbrook Avenue, Suite 106
Fresno, CA 93711

www.k-t-g.com

t: 559/ 276-0123

c: 630/470-5176

f: 559/ 470-5176

sam@k-t-g.com

EXHIBIT A

June 8, 2015



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

**Mr. Rocky Borton
Senior Construction Manager
SGI Construction Management
955 High St.
Oakland, CA 94601
C: (510) 333-2262
rborton@sgicm.com**

RE: Temporary Commercial Kitchen Facilities for Claremont Middle School (v2)

Dear Rocky,

Thank you for your interest in Kitchens To Go (KTG) relocatable commercial foodservice facilities. KTG offers successful solutions that meet production needs for short and long-term temporary or permanent feeding programs. Whether a planned facilities renovation, expansion, casualty loss or special event, we provide sets of seamlessly integrated components for fully functional, health and building code compliant, foodservice complexes.

From our initial discussion, it is understood that Oakland Unified School District has a need for a kitchen trailer on location at Claremont Middle School. KTG appreciates this opportunity to propose temporary commercial kitchen options that will meet project requirements. Please find below our current understanding of your project and proposed facilities, with cost estimates, for your review and consideration.

Mr. Rocky Borton
Senior Construction Manager
SGI Construction Management
June 8, 2015

Project Parameters:

Lease Term:	24-Months
Lease Start:	Tentatively July
Site Location:	To Be Determined
Type Kitchen:	34' Kitchen Trailer
Utilities:	
Water	Provided by School District
Gray Water	Provided by School District (Grease trap provided by district)
Electricity	Provided by School District
Gas	NA (All Electric)
Winterization:	Not Applicable - Skirting not included

Recommendations:

Total Monthly Cost: \$ 9,750 / month plus applicable taxes (CONTRACT INCLUDES 2 YRS.)

Set-Up:

Set-Up, Block and Level of All Units
Tear Down and Removal of All Units

Set Up /Tear Down Charge: \$ 26,500

Cleaning Charge:

Refunded if unit is returned as received, clean as new.

Cleaning Charge: \$ 2,500

The transportation is estimated and will be billed at $\$2,400 \times 2 = \$4,800$

Statements outlining actual cost for trucking and permitting will be provided. Client transportation account will then be adjusted.

Please Note:

- Units are subject to availability.
- Excludes ramps, decks, stairs, handrails, grease trap, applicable taxes.
- All prices quoted are valid for **60 days** from the date of this letter.

AGREEMENT:
\$ 268,000 -
RB

Transportable Mobile and Modular Commercial Kitchen Solutions

KITCHENS TO GO
Built by CARLIN

Scope of Work - Preliminary Outline:

Kitchens To Go will:

- Provide utility capacity requirements, drawings and specifications clearly defining the utility connection locations and capacities
- Provide plans for use by client in obtaining required permits
- Deliver and place temporary kitchen unit(s)
- Start-Up and operationally check equipment
- Training on the equipment
- Disassemble and remove unit(s) upon project completion

Client will...

- Liaison with local Municipality to obtain all required permits
- Provide a flat substantial surface for placement of the unit(s)
- Provide, connect & disconnect all utilities
- Arrange to have water tested and provide KTG with test results
- Install and remove all platforms, decks, stairs and ramps required
- Provide regular maintenance
- Provide lighting and electrical package, when needed
- Return the unit / complex in the same condition it was received

Please review the **General Leasing Information** following this letter. This information highlights our products, services and teaming partners. The "Lease Terms and Financial Arrangements" paragraph outlines important details of our Equipment Lease, Insurance Requirements, etc.

It is hoped that the above framework is responsive to your requirements for information. I will call to follow-up with you shortly. Thank you for your consideration of Kitchens To Go!

Sincerely,



Sam Prosperi
Kitchens To Go
Carlin Manufacturing
A Division of GRS Holding, LLC

General Information

Lease Terms and Financial Arrangements

Mobile Kitchen / Wash Facilities

- Leases range from \$6,500 to \$17,500 monthly per unit.
- Cost reductions may be available on long-term leases
- All applicable taxes are the responsibility of the lessee.

Modular Kitchen Complex:

Because of the unique nature of our modular complexes, prices will vary depending on the equipment configuration.

Insurance to be provided by Client as stated in the Equipment Lease:

- Comprehensive and Casualty Coverage
- KTG to be named as additional insured
- Amounts are per the Equipment Lease

Security Deposit:

- Equivalent of one month lease payment
- Amount to be adjusted and confirmed when specific project element(s) are identified
- **Deposits are fully refundable upon equipment being returned in the same condition as received**

Cleaning Charge:

- Client to return equipment as received, clean as new.
- **A cleaning charge of \$2,500 per unit and \$250 per Polar King Unit will be charged. If the equipment is returned cleaned as new, there will be no cleaning charge and the cleaning charge will be refunded.**
- It is Lessor's experience that the Equipment is not typically returned clean as new. Lessor's typical charges for cleaning range from \$1,500 to \$3,500 per unit.
- In the event the equipment is not returned cleaned as new, KTG will have the units cleaned and any remaining portion of the cleaning charge will be returned.
- In the event that the unit requires more extensive cleaning, at the end of lease term, additional fees will be charged

Transportation:

- Units are transported on a FOB Origin basis with costs at market plus 15% handling fee (mileage costs may vary based on fuel cost; current market rates are between \$4.50 and \$7.00 per mile)
- Transportation costs for modular and complimentary facilities are determined when final equipment configuration is identified

Technical Services:

- To be billed at \$950 per day plus expenses. Additional days on site due to circumstances out of KTG's control (utilities, permitting delays, etc.) need to be approved as a work order by client.

- It is recommended that a technician spend a day to calibrate each unit and train the staff

Generator Costs & Requirements – when applicable:

- Generator charges are based upon usage.
- The charge per month for a 25 KW generator ranges from \$990 to \$2,000 per month
- The charge per month for a 50 KW generator ranges from \$1,275 to \$2,600 per month
- The charge per month for a 100KW generator ranges from \$1,825 to \$3,650 per month
- Providing fuel and the cost of fuel is the responsibility of Lessee
- Generator service is required every 250 operating hours – client is responsible to provide and verify the performance of this service

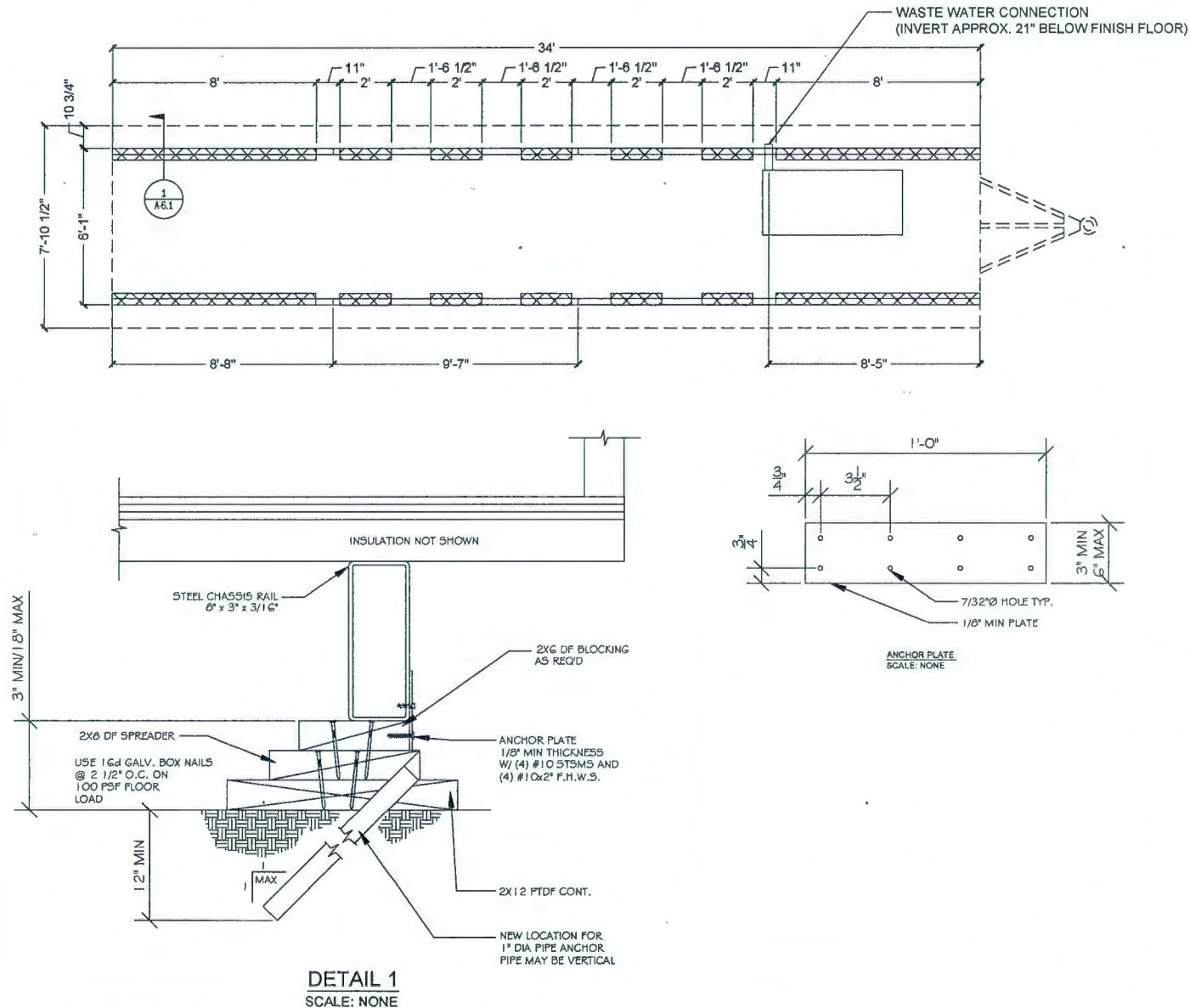
Site Conditions:

- Required site preparation will be determined by a site inspection, and is the responsibility of the client / contractor
- If the desired elevation requires an elevated foundation it must meet all seismic, weight and structural codes and requirements

Utilities:

The following utilities, to-be provided by client, will need to be accessible to the placement site.

- Fresh water
- Gray (Waste) Water with Grease Trap
- Electricity: Electrical requirements vary by unit depending on equipment



CARLIN
Manufacturing, LLC

488 WEST FALLBROOK AVE.
SUITE 100
FRESNO, CA. 93711
559-276-0123
www.carlinmfg.com
www.k-l-g.com

KITCHENS TO GO

THE DESIGN AND DETAILS DISCLOSED HEREIN ARE THE EXCLUSIVE PROPERTY OF
CARLIN MANUFACTURING, LLC AND SHALL NOT BE COPIED OR REPRODUCED
WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF CARLIN
MANUFACTURING, LLC. ©2011 CARLIN MANUFACTURING, LLC

CRAFTSMEN
INDUSTRIES, INC.

3101 Elm Point Ind. Dr.
St. Charles, MO 63301
636.940.8400 www.craftsmenind.com

JOB #
MANUFACTURING FACILITY

OAKLAND SCHOOL DISTRICT
34' KITCHEN TRAILER

Oakland, CA

MARK DATE DESCRIPTION

DELTA 2

QUOTE NUMBER L10-068 UNIT NUMBER TM110

11x17 SCALE: 1/4" = 1'-0"
22x34 SCALE: 1/2" = 1'-0"

Dwn by: BSM Date: 01-11-11

Chkd by: Date:

Approved by: Date:

FOUNDATION PLAN

Sheet

A-6.1

Oakland Unified School District - Claremont Middle School

KTG SCOPE OF WORK (8June15)

No.	Tasks	Delineation of Responsibility		
General Conditions		OUSD	KTG	Notes
	Prelim Project Schedule	X	X	In Coordination
	Insurance - During Delivery		X	
	Insurance - During Installation	X		Per Lease - KTG Named as Additional Insured
	Insurance - During Lease Term	X		Per Lease - KTG Named as Additional Insured
	Refundable Security Deposit	X		Required
	Applicable Taxes - Installation	X		If Required
	Applicable Taxes - Rental	X		If Required
	Permits - Building	X		
	Permits - Health Department	X		
	Permits - Transportation		X	
	Permits - Misc.	X		As Required
Design and Engineering		OUSD	KTG	Notes
	Health Dept. Submittal Package		X	KTG to provide - client to submit and pay for plancheck.
	Planning / Building Submittals	X		KTG to provide supporting documentation
	DSA	X		KTG to provide supporting documentation
	Foundation Engineering (Calcs)		X	Reuse detail from last project (Havens Court)
	Civil Engineering	X		
	Site Utility Engineering	X		
	Storm Water and Erosion Control Plan	X		
	Surveying	X		
	Soil Test / Compaction Analysis	X		
	Water Test (Hardness)	X		Required
Trailer		OUSD	KTG	Notes
	Kitchen Trailer		X	KTG Unit 110
	Equipment - Kitchen		X	See attached drawing set
	Interior Finishes		X	Finish schedule per attached drawing set
	Lighting - Interior		X	
	HVAC		X	
	Automatic Fire Protection (Ansul)		X	
	Plumbing Fixtures (Interior)		X	
	Make Up Air			NA
	Exterior Finishes		X	
	Exterior Lighting		X	
	Keying / Re-keying	X		
	Low Voltage / Data	X		
	Gutters and Downspouts	X		
Decks, Docks, Ramps, Steps and Awnings		OUSD	KTG	Notes
	Decks, Ramps, Steps and Handrails	X		
	Decks, Ramps, Steps Design and Engineering	X		
	Decks, Ramps, Steps Installation	X		
	Covered Walk Way	X		
	Covered Walk Way Design and Engineering	X		
	Covered Walk Way Installation	X		
	Awnings / Canopies	X		
Site Work		OUSD	KTG	Notes
	Demolition, Grading, Fill and Compact	X		
	Paving or slab	X		
	Drainage	X		
	Landscaping and Lighting	X		
	Curbing	X		
	Fencing	X		
	Underground Obstructions / Utilities	X		
	Site Restoration	X		
Building Installation		OUSD	KTG	Notes
	Phone and Data Service (Temporary)	X		If Required
	Project Supervision and Management		X	
	Building / Equipment Staging	X	X	In Coordination
	Place Trailer		X	Current Proposal does not include heavy equipment to move unit into place. KTG to drive unit into place. If the site obstructs KTG from dropping unit in final spot additional fees may apply.
	DSA Wood Perimeter Frame Foundation		X	KTG to build foundation on site, set trailer and remove axles. Foundation to adhere to spec requirements regarding material, detail and pin count.
	Remove Hitches, Axles, Running Gear, Etc.		X	Axles removed from trailer and taken off site by KTG. Hitch is not removable.

	Store Hitches, Axles, Running Gear, Etc.		X	KTG to remove axles from site.
	Disconnect Client Supplied Equipment From Existing Kitchen			
	Relocate Client Supplied Equipment Into Temporary Kitchen			NA
	Reconnect Client Supplied Equipment (In Temporary)			NA
	Disconnect Client Supplied Equipment from Temporary (after project)			NA
	Reconnect Client Supplied Equipment (In New Kitchen)			NA
Electric		Customer	KTG	Notes
	Electrical - Trailer		X	
	Electrical Service - Site Utilities	X		
	Electrical Connections To Building	X		
	Exit Signs Emergency Lighting - Interior		X	
	Fire Alarm Systems	X		
	Phone	X		
	Data	X		
	Security System	X		
	Misc. Low Voltage	X		
Plumbing		Customer	KTG	Notes
	Plumbing - Interior		X	
	Plumbing Service (Gas, Fresh Water, Gray Water)	X		
	Plumbing Connections - Gas	X		
	Plumbing Connections - Fresh Water	X		KTG to provide hot water tap from trailer's water heater to the mop sink located in the modular building adjacent to the trailer. OUSD to plumb from trailer hot water tap to mop sink.
	Plumbing Connections - Gray Water	X		OUSD to provide grease trap.
	Plumbing Connections - Condensation Lines (Exterior)	X		
	Grease Trap	X		
	Fire Sprinkler - Interior	X		Sprinkler penetrations from last project are capped and can be reused. KTG requires that sprinkler contractor use existing penetrations when adding sprinklers.
	Fire Sprinkler - Riser	X		
	Fire Sprinkler - Riser Connection	X		
	Back Flow Preventor - Exterior	X		
	Back Flow Preventor - Interior		X	
	Pressure Regulator -Exterior	X		
	Pressure Regulator - Interior		X	
Dismantle and Return		Customer	KTG	Notes
	Trailer Dismantle		X	
	Utility Disconnects and Capping	X		
	Trailer Return Transportation		X	
	Building Restoration - Original Condition	X		
	Rekeying To Original Locks	X		
	Building Cleaning	X		
	Building Final Cleaning and Sanitization		X	
	Trash / Material Removal		X	Trash and Debris
	Site Restoration	x		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cory & Associates, Inc. American Westbrook Ins. Svcs. 4 Westbrook Corporate Center #500 Westchester IL 60154	CONTACT NAME: Karen Nolan	
	PHONE (A/C, No, Ext): 630 571 6381	FAX (A/C, No): 708 731 4057
	E-MAIL ADDRESS: knolan@amwestbrook.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED 24601
KITCHENS TO GO, A DIVISION OF GRS HOLDING, LLC;
Carlin Manufacturing, a div. of GRS Holding LLC
ATT: Julie Jones
131 W. Jefferson Ave. #223
Naperville IL 60540

COVERAGES**CERTIFICATE NUMBER:** 1155760127**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			83CESOA9994	7/10/2015	7/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible- \$10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83UECIU2910	7/10/2015	7/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			83HUSL8431	7/10/2015	7/10/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Automatic Additional Insured(s) status when required by written contract or written agreement. Umbrella follow form-General Liability and Automobile Liability only. Automatic Waiver of Subrogation issued on behalf of listed additional insured(s) when required by written contract or written agreement.

Oakland Unified School District, its directors, officers, employees and agents are listed as additional insureds on a primary and non-contributory basis as respects General Liability coverage, when required by written contract or written agreement, with regard to the installation and dismantling of the Lessors unit(s) on the Lessees premises.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
1000 Broadway, Ste. 680
Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)

7/10/2015

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PRODUCER Cory & Associates, Inc. American Westbrook Ins. Svcs. 4 Westbrook Corporate Center #500 Westchester IL 60154	CONTACT NAME: Karen Nolan	
	PHONE (A/C, No, Ext): 630 571 6381	FAX (A/C, No): 708 731 4057
	E-MAIL ADDRESS: knolan@amwestbrook.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
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CERTIFICATE NUMBER: 1155760127

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			83CESOA9994	7/10/2015	7/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible- \$10,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			83UECIU2910	7/10/2015	7/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		83HUSL8431	7/10/2015	7/10/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$ \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Automatic Additional Insured(s) status when required by written contract or written agreement. Umbrella follow form-General Liability and Automobile Liability only. Automatic Waiver of Subrogation issued on behalf of listed additional insured(s) when required by written contract or written agreement.

Oakland Unified School District, its directors, officers, employees and agents are listed as additional insureds on a primary and non-contributory basis as respects General Liability coverage, when required by written contract or written agreement, with regard to the installation and dismantling of the Lessors unit(s) on the Lessees premises.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
1000 Broadway, Ste. 680
Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cory & Associates, Inc. American Westbrook Ins. Svcs. 4 Westbrook Corporate Center #500 Westchester IL 60154	CONTACT NAME: Karen Nolan PHONE (A/C, No. Ext): 630 571 6381 E-MAIL ADDRESS: knolan@amwestbrook.com FAX (A/C, No): 708 731 4057														
INSURED 24601 KITCHENS TO GO, A DIVISION OF GRS HOLDING, LLC; Carlin Manufacturing, a div. of GRS Holding LLC ATT: Julie Jones 131 W. Jefferson Ave. #223 Naperville IL 60540	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1155760127**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83UECIU2910	7/10/2015	7/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			83HUSL8431	7/10/2015	7/10/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1000 Broadway, Ste. 680 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mike School</i>
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AGREEMENT FOR LEASE OF PORTABLE BUILDINGS

Project Information			
Project Name	Claremont Kitchen and Cafeteria Fire Repair	Site	201
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Kitchens to Go, LLC	Agency's Contact	Sam Prosperi				
OUSD Vendor ID #	V060056	Title	Project Manager				
Street Address	466 W. Fallbrook Avenue, Ste. 106	City	Fresno	State	CA	Zip	93711
Telephone	559-276-0123	Policy Expires	7-10-2016				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes X No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	15100						

Term			
Date Work Will Begin	8-12-2015	Date Work Will End By (not more than 5 years from start date)	8-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$128,400.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
Resource #	Resource Name	Org Key	Object Code	Amount
	RISK MANAGEMENT			\$128,400.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Phone	510-535-7038	Fax	510-879-3673
	Director, Facilities Planning and Management				
	Signature	Date Approved		7/9/15	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved		7.9.15	
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved		7/9/15	
4.	Senior Business Officer				
	Signature	Date Approved		7/29/15	
5.	President, Board of Education				
	Signature	Date Approved			