

ORIGINAL

AGREEMENT #271-O1611

AMENDMENT I

This Amendment I to that Agreement #271-O1611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Modular Space Corporation, a Delaware Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1200 Swedesford Road, Berwyn, Pennsylvania, 13912 and whose local address is 2910 Ramco Street, West Sacramento, California 95691 (hereinafter referred to as "Lessor").

RECITALS

WHEREAS, Lessor has been engaged by County to provide rental of mobile and/or modular equipment for use as temporary professional office space ("Equipment") during the remodeling of County facilities, in accordance with Agreement #271-O1611 dated February 4, 2016; and

WHEREAS, the parties hereto have mutually agreed to extend term and increase the compensation by \$73,656 for said services, hereby amending **ARTICLE IV – Term**, and **ARTICLE V – Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement #271-O1611 shall be amended a first time as follows:

ARTICLE IV is hereby replaced in its entirety to read as follows:

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof. If necessary, and upon written approval by the Contract Administrator, County shall have the option to extend the agreement and the right for any temporary structures to remain at County on a month-to-month basis for a maximum of twenty-four (24) months after the two (2) year expiration date of this contract, at the base monthly rent in accordance with Article V – Phase B. This holdover tenancy shall be terminable by County upon thirty (30) days' advanced written notice at any time.

ARTICLE V is hereby replaced in its entirety to read as follows:

Compensation for Services: For purposes of this Agreement, County agrees to pay Lessor in arrears. Payment shall be made within thirty (30) days following County receipt and approval of invoice(s). Compensation shall be as follows:

Build-out Costs To be invoiced after completion of build-out, prior to delivery.	\$71,054
Delivery Costs To be invoiced after County's acceptance of Equipment.	\$11,720
Setup/Installation To be invoiced after County's acceptance of fully installed Equipment.	\$118,523
Phase A Monthly Rental (\$6,237/month for 18 months) Phase A Monthly Rental includes three (3) modular buildings plus one (1) modular bathroom. Payment monthly in arrears, no invoice necessary. Payment commences upon County's acceptance of the fully installed Equipment. If acceptance occurs on a day other than the first day of a month, rent shall be prorated on the basis of a 30-day month.	\$112,266
Phase A Removal/Take-down Phase A Removal/Take-down includes two (2) modular buildings.	\$18,488
Phase A Return Delivery Phase A Return Delivery includes two (2) modular buildings. To be invoiced after Lessor's removal of Equipment	\$8,160
Phase B Monthly Rental Phase B Monthly Rental includes one (1) modular building and one (1) modular bathroom. (\$3,030.48/month up to 24 months)	\$72,732
Phase B Removal/Take-down Phase B Removal/Take-down includes one (1) modular building and one (1) modular bathroom.	\$16,867
Phase B Return Delivery Phase B Return Delivery includes one (1) modular building and one (1) modular bathroom. To be invoiced after Lessor's removal of Equipment	\$8,660

The total amount of this Agreement shall not exceed \$438,470, inclusive of all costs and expenses.

Invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Lessor's charges for the specific services billed on the invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
 Chief Administrative Office
 Facilities Division
 3000 Fairlane Court, Suite One
 Placerville, California 95667

or to such other location as County directs.

In the event that Lessor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article X – Default, Termination, and Cancellation**.

Except as herein amended, all other parts and sections of that Agreement #271-O1611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Russell Fackrell
Facilities Manager
Chief Administrative Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
Don Ashton, MPA
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement #271-O1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- LESSOR --

MODULAR SPACE CORPORATION
A DELAWARE CORPORATION

By:  _____ Dated: 12/15/2017
Jonathan Ryan – VP Risk

By:  _____ Dated: 12/15/17
Craig Burns - CFO