

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
DESIGN SPACE MODULAR BUILDINGS, INC.
for
TEMPORARY OFFICE SPACE AT TENTH AVENUE MARINE TERMINAL
AGREEMENT NO. 251-2018MA**

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and DESIGN SPACE MODULAR BUILDINGS, INC., a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Temporary Office Space at Tenth Avenue Marine Terminal. The Agreement is on file in the Office of the District Clerk as Document No. 69164 dated December 12, 2018. It is now proposed to extend the term of the Agreement, increase the Agreement not-to-exceed value, allow for an optional year of service, and to modify the Fee Schedule.

The Parties Agree:

1. Section 2, **TERM OF AGREEMENT**, shall be deleted in its entirety and replaced with the following:
 2. **TERM OF AGREEMENT.** This Agreement shall have an Initial Term commencing on December 7, 2018 and terminating on November 14, 2022, subject to earlier termination as provided below. A 12-month Optional Term may be granted at the District's sole discretion. The Optional Term, if granted, shall commence on November 15, 2022 and shall terminate on November 14, 2023. The Optional Term, if granted, shall be authorized in writing by District.
2. Section 3.a., **Maximum Expenditure**, shall be deleted in its entirety and replaced with the following:

- a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$301,128.47 for the Initial Term. A 12-month Optional Term may be granted at the District's sole discretion. The Optional Term, if granted, shall not exceed \$63,424.44. The total maximum expenditure under this Agreement including the granted Optional Term shall not exceed \$364,552.91. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs beyond those specified above are incurred.
3. The **Fee Schedule** in Attachment B, COMPENSATION & INVOICING, Section 1.a.(2), shall be replaced with the following:

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TASK NO.	DESCRIPTION OF TASK / SERVICE	Monthly Rate	Total Amount
1	Initial configuration of units, delivery, and installation (Set-up)	N/A	\$ 32,693.00
2	Rental of units, Period 1 (1/15/19 – 1/14/20) (12 mos.)	\$ 4,748.00	\$ 56,976.00
3	Rental of units, Period 2 (1/15/20 – 11/14/20) (10 mos.)	\$ 4,748.00	\$ 47,480.00
4	(NOT USED)	N/A	N/A
5	Removal of units	N/A	\$ 23,555.00
6	Sales Tax @7.75% on taxable Setup Charges	N/A	\$ 1,480.25
7	Sales Tax @7.75% on Monthly Rent (1/15/19 – 11/14/20; 22 mos. total)	\$ 367.97	\$ 8,095.34
8	Allowance for Insurance Reimbursement and/or Additional Work	N/A	\$ 4,000.00
Amd 1-1	Rental of units, 11/15/20 – 11/14/22 (24 mos. total)	\$ 4,905.22	\$117,725.28
Amd 1-2	Sales Tax @7.75% on Monthly Rent, 11/15/20 – 11/14/22 (24 mos. total)	\$ 380.15	\$ 9,123.60
Amd 1-3	Monthly Rate for Rental of units during Optional Term, 11/15/22 – 11/14/23	\$ 4,905.22	N/A
Amd 1-4	Sales Tax @7.75% on Monthly Rent during Optional Term, 11/15/22 – 11/14/23	\$ 380.15	N/A

4. Attachment B, COMPENSATION & INVOICING, Section 1.b., **Reimbursable Expenses**, paragraph (2), shall be deleted in its entirety and replaced with the following:

- (2) District will reimburse Service Provider for Additional Work, if necessary. District must provide advance written authorization for any Additional Work. In order to receive reimbursement for said work, Service Provider shall provide appropriate documentation.

5. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

**DESIGN SPACE MODULAR
BUILDINGS, INC.**

Joel Valenzuela
Director, Maritime

Paul McShane

Paul McShane
President

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.