MEMORANDUM



December 12, 2012

To: Mr. David Corliss

From: Dennis Odgers, B.A. Green Construction

RE: Library Temporary Modular Offices

The Library has reviewed proposals for modular offices. They are requesting the City execute an agreement with ModSpace for two (2) triple wide modular offices to be set on the east side of the old Borders Bookstore. ModSpace will have one time charges for delivery, set-up, skirting installation, tear down and return as well as monthly lease costs. One of the units has a ground mount HVAC unit which requires additional installation charges. The other uses standard wall mount units.

The following is a summary of the charges:

	One Time Charges	Monthly Lease Rate
Unit #1 (42x50 triple)	\$15,129	\$1,100
Unit #2 (36x60 triple)	\$13,439	\$1,100
Steps		\$20/ set per month

The proposal is included for your review.



12/11/2012 Quote #: 019040

Quote Expires: 01/03/2013

Delivery Details:

Leavenworth, KS

Customer Details:
City of Lawrence

6 East 6th

Lawrence, KS 66044 Contact: David Corliss Phone: 785-832-3403 dodgers@bagreen.com **Branch Details:**

Kansas City

9101 N.E. Birmingham Rd.

Kansas City, MO

Contact: THOMAS PIEPER Phone: 816-455-3260

FAX: 816-453-0325

Thomas.Pieper@modspace.com

42' X 50' - TRIPLE

Quote Type: Operating Lease

Monthly Charges Unit#: 634451

Qty Term 1 14 Months Monthly Rental \$1,100.00

Total Monthly Rate

\$1,100.00

One Time Charges
Setup and Delivery Charges - Billed with First Invoice

Qty	Installation Charges	Each	Total Price
3	Building Delivery	\$295.00	\$885.00
3	Delivery Fuel Surcharge	\$18.00	\$54.00
1	Set-Up Complex	\$5,613.00	\$5,613.00
1	Other Services Pad mount hyac installation	\$1,490.00	\$1,490.00
1	Install Skirting - Vinyl	\$1,340.00	\$1,340.00
		Setup and Delivery Total	\$9,382.00

Dismantle and Return Charges - Billed with Last Invoice

Qty	Dismantle and Return Charge	Each	Total Price
3	Building Return	\$295.00	\$885.00
3	Return Fuel Surcharge	\$18.00	\$54.00
1	Tear Down Complex	\$4,608.00	\$4,608.00
1	Unskirt	\$200.00	\$200.00
		Dismantle and Return Total	\$5.747.00

Billed at Current Rate at time of Termination

Total Requested One Time Charges \$15,129.00

We also suggest Value Added Products. Let Modspace provide you with these time saving options. Initial in the box to the left of the item, enter quantity if needed, and let us take care of the rest.

Initi	al	Qty	Rate (each)	Initial	Qty	Rate (each)
	Steps	2	\$20.00 ^{per month}	Ramps	1	\$310.00 ^{per month}
	Ramp Delivery	1	\$875.00 ^{one time}	Ramp Assembly	1	\$1,721.00 ^{one time}
	Ramp Return	1	\$875.00 ^{one time}	Remove Ramps	1	\$1,721.00 ^{one time}
	Damage Waiver	1	\$75.00 ^{per month}	General Liability Insurance	1	\$19.50 ^{per month}
	Satisfies your lease obligation for commercial p	property insu	ırance.	Satisfies your lease obligation for commer	cial liability insura	nce.



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Customer Details:

City of Lawrence 6 East 6th Lawrence, KS 66044 Contact: David Corliss Phone: 785-832-3403 dodgers@bagreen.com **Branch Details:**

Kansas City 9101 N.E. Birmingham Rd. Kansas City, MO Contact: THOMAS PIEPER

Phone: 816-455-3260 FAX: 816-453-0325

Thomas.Pieper@modspace.com

Delivery Details: Leavenworth, KS

36' X 60' - TRIPLE

Quote Type: Operating Lease

Monthly Charges Unit#: 866993

 Qty
 Term
 Mo

 1
 14 Months
 \$1,

Monthly Rental \$1,100.00 Total Monthly Rate

\$1,100.00

One Time Charges

Setup and Delivery Charges - Billed with First Invoice

Qty	Installation Charges	Each	Total Price
3	Building Delivery	\$295.00	\$885.00
3	Delivery Fuel Surcharge	\$18.00	\$54.00
1	Set-Up Complex	\$5,613.00	\$5,613.00
1	Install Skirting - Vinyl	\$1,340.00	\$1,340.00
		Setup and Delivery Total	\$7.892.00

Dismantle and Return Charges - Billed with Last Invoice

Qty	Dismantle and Return Charge	Each	Total Price
3	Building Return	\$295.00	\$885.00
3	Return Fuel Surcharge	\$18.00	\$54.00
1	Tear Down Complex	\$4,608.00	\$4,608.00
	· ·	Dismantle and Return Total	\$5,547.00

Billed at Current Rate at time of Termination

Total Requested One Time Charges \$13,439.00

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Init	ial	Qty	Rate (each)	Initial	Qty	Rate (each)
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	Ramp Return	1	\$875.00 ^{one time}	Remove Ramps	1	\$1,721.00 ^{one time}
	Unskirt	1	\$200.00 ^{one time}	Damage Waiver	1	\$75.00 ^{per month}
	General Liability Insurance	1	\$19.50 ^{per month}	Satisfies your lease obligation for con-	nmercial property insu	rance.
	Satisfies your lease obligation for commercial	liability insura	ance.			



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Quote Expires: 01/03/2013

Only ModSpace Offers Our Exclusive, No-Hassle "On-Time Guarantee" If your Singlewide with a term of 6 months or greater is not delivered on the date promised, your first month's rent is absolutely free. If it is not removed on the date promised, ModSpace will rebate one month's rent. No arguments. No hassle

Setup is for standard typical only. Customer must advise if county or state requires additional blocking or other items to meet their code. Electrical, water, sewer supply, heat taping, and connections provided by others.

Lessee/buyer shall be responsible for and bear the cost of obtaining all permits, licenses, and insurance required.

Above figures do not include sales or property tax. Sales and property taxes will be invoiced.

Customer responsible to provide certificate of insurance to Modular Space Corporation prior Customer responsible to provide certificate of insurance to Modular Space Corporation prior to shipment of building or customer can accept the Modular Space Corporation comprehensive and liability waiver at a rate of \$1.80 per day.

Modular Space Corporation will provide all permits necessary for the delivery of the modules(s) to the site. The customer shall obtain and be responsible for all permits pertaining to the building, installation, site work and occupancy.

Customer is responsible to provide a clear, level and accessible site at time of delivery and return.

Lessee will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services and other minor repairs.

Cleaning and/or repair charges, if applicable, will follow termination of lease.

Applicable fuel surcharges may apply pending fuel costs at the time of transport. This charge is in addition to any freight cost quoted.

Upon termination/dismantle of multisection buildings concrete block will be left on site. If material must be removed by ModSpace additional costs will apply.

Modular Space Corporation reserves the right to review any and all terms and conditions that are in addition and or differ from those contained in the ModSpace Quotation and subsequent Lease Agreement.

Dismantle, return freight and other demobilization services will be accomplished by Modular Space Corporation at the conclusion of the lease agreement. The Lessee will be invoiced at the prevailing rate at time of return.

This agreement is based on a level grade (+/- 6") within the proposed building envelope.

This agreement is based on the placement of the mobile office to be accomplished by the use of a truck.

CUSTOMER IS RESPONSIBLE FOR RE-LEVELING AND / OR DAMAGE TO BUILDING FROM SETTLING DUE TO SITE CONDITIONS. Sales tax and Property taxes are not quoted but will be invoiced.

CUSTOMER IS RESPONSIBLE FOR ALL CHARGES INCURRED IN RELATION TO SITE SPECIFIC SAFETY TRAINING OR REQUIREMENTS. ROOF FALL PROTECTION IS AVAILABLE AT AN ADDITIONAL EXPENSE TO THE CUSTOMER OF COST PLUS 10%. This charge is in addition to any quoted set up price. The customer must advise ModSpace of the need for roof fall protection prior to the date of delivery.

Unless otherwise specified, this agreement is based solely on the use of non-union labor. The customer will be responsible for all costs incurred in excess of non-union rates for any services performed for any reason.

Multi-unit complex units use shipping walls for transportation. These walls must be stored under the unit once setup is complete. If an alternative storage location is required due to customer preference or local code, the customer is responsible to provide this. If the walls are disposed of, new walls will be constructed at the end of lease at a cost to the customer of \$100.00 per shipping wall.

Return delivery and teardown charges are subject to change beyond the ORIGINAL term of this lease.

Dumpster will be provided by customer if needed.

Customer is responsible for marking the ground for all underground utilities prior to unit arrval on site.

This Quotation is subject to ModSpace's credit approval of Customer. ModSpace does not warrant that the equipment meets any local or state code not specifically listed herein. Pricing quoted herein is open for Customer's acceptance for thirty (30) days from the date of this Quotation and excludes all state and local taxes, fees, permits and utility connections (unless specifically stated otherwise). Equipment is subject to availability. Any Value Added Products or Services ("VAPS"), including, without limitation, storage containers, sanitary holding tanks, water delivery systems, portable toilets, wash stations, toilet trailers, septic tanks, generators, furnishings, security systems, steps or ramps quoted by ModSpace are provided strictly as a matter of convenience to the Customer. The Customer understands and agrees that ModSpace only serves as a billing agent for the third party vendor of the VAPS and assumes no liability therefor. By signing below, customer accepts the terms of this quotation, leases or purchases (as applicable) the equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the ModSpace Lease or Sale Agreement. Such lease or sale, and customer's agreement thereto, is subject to ModSpace's standard terms and conditions located at http://www.modspace.com/resources/document-library. Customer may request a copy of the terms and conditions from a ModSpace representative. If customer has previously executed a master agreement with ModSpace, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the ModSpace Lease or Sale Agreement shall carry no force or effect except as an instrument of billing.



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Customer Approval	Signature Date//
Print Name	Lease prepared by
Print Title	Print Reps Name here