

# Project quotation

Date: 11/27/2023



Sal Crivello

Company: City of Chula Vista

Task	Description	Qty	Unit	Unit Sales Price	Total Sales Price	Tax
<b>TIPS Catalog Items</b>						
	New Modular Building - 24x60 (Create 28x100)	1	EA	\$191,506.56	\$191,506.56	Y
	New Modular Building - 24x40 (Create 28x100)	1	EA	\$148,400.29	\$148,400.29	Y
	Add std. walls, doors, restroom, cabinet-28x100	1	EA	\$86,738.53	\$86,738.53	Y
	New Modular Building - 24x40 (Create into 24x52)	1	EA	\$148,400.29	\$148,400.29	Y
	Add std. doors, windows, outlets - 24x52	1	EA	\$2,771.05	\$2,771.05	Y
	Transportation from Mfg. 28x100	4	EA	\$4,032.86	\$16,131.44	Y
	Transportation from Mfg. 24x52	2	EA	\$4,032.86	\$8,065.72	Y
	Steel Pier Foundation Material 28x100	1	EA			Y
	Block & Level 24x40 (Portion of 28x100)	1	EA	\$5,497.33	\$5,497.33	N
	Block & Level 24x60 (Portion of 28x100)	1	EA	\$6,712.37	\$6,712.37	N
	Hitch Removal 28x100	4	EA			N
	CP Seismic/Anchor Pier 28x100	28	EA	\$170.81	\$4,782.68	N
	Skirting - Install 28x100	256	EA	\$46.68	\$11,950.08	N
	Steel Pier Foundation Material 24x52	1	EA			Y
	Block & Level 24x52	1	EA	\$5,497.33	\$5,497.33	N
	Hitch Removal 24x52	2	EA			N
	CP Seismic/Anchor Pier 24x52	16	EA	\$170.81	\$2,732.96	N
	Skirting - Install 24x52	152	EA	\$46.68	\$7,095.36	N
	New ADA Stand-Alone Step - 28x100	1	EA	\$4,886.85	\$4,886.85	Y
	New ADA Straight Ramp - 28x100	1	EA	\$16,018.96	\$16,018.96	Y
	New ADA step access to ramp landing - 28x100	1	EA	\$3,405.09	\$3,405.09	Y
	New ADA Landings - 24x52	458	SF	\$82.94	\$37,986.52	Y
	New ADA Straight Ramp - 24x52	1	EA	\$16,018.96	\$16,018.96	Y
	New ADA step access to ramp landing - 24x52	1	EA	\$3,405.09	\$3,405.09	Y
	Deliver & install all landings, steps, and ramps	1045	SF	\$8.89	\$9,290.05	N
<b>RS Means Items</b>						
	Fire Sprinklers - 28x100	1	EA	\$30,646.03	\$30,646.03	Y
	Fire Sprinklers - 24x52	1	EA	\$19,282.46	\$19,282.46	Y
	28x100 - Size, occupancy, showers, water heater	1	EA	\$19,996.86	\$19,996.86	Y
	24x52 - Washer, dryer, sink, water heater	1	EA	\$7,778.80	\$7,778.80	Y
	24x52 - roll-up doors	2	EA	\$21,445.78	\$42,891.56	Y
	24x52 - Increase building size, credit for posted	1	EA	\$14,796.27	\$14,796.27	Y
<b>General Requirements</b>						
	Engineering - (Foundation)	1	EA			N
	2% TIPS Fee	1	EA			N
	Estimated Reg., License, Title Fee	4	EA			N

# Project quotation

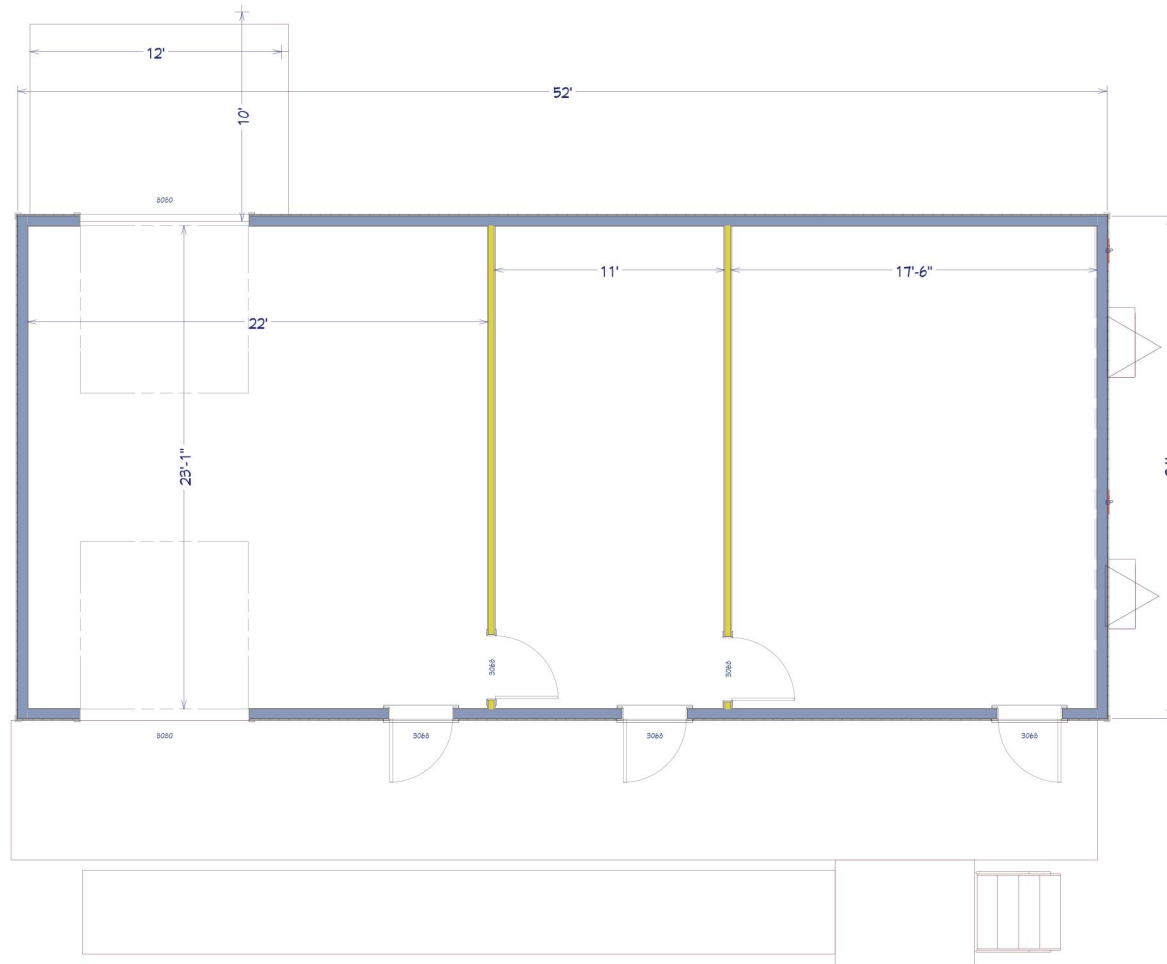
Date: 11/27/2023



Sal Crivello  
Cell: 619-719-8811  
Direct: 951-562-1011

Subtotal	\$872,685.49
Tax	8.75%
Tax Total	\$71,673.64
Project Total	<u>\$944,359.13</u>

*This drawing is the property of Pacific Mobile Structures, Inc. and may not be duplicated without approval. Actual features may vary due to available inventory.*



**DESCRIPTION**

24 x 52

B-Laundry/Storage/Gym

**NOTES:**

QUOTE REVISED: REMOVED FRAMED OPENINGS FOR (2) ROLL UP DOORS AND UPDATE QUOTE PRICE.

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

BUILDING IS QUOTED PER THE 2022 CBC, 2022 CEC, 2022 CMC, 2022 CPC, 2022 CBC CHAPTER 11B ACCESSIBILITY BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B (PLEASE LET YOUR SALES REP KNOW IF YOU NEED COMPLIANCE WITH 4369A). PHOENIX MODULAR TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. CZ 12

ANY ITEMS THAT EXCEED THE DESIGNATED SHIPPING HEIGHT OR WIDTH WILL BE SHIPPED LOOSE FOR SITE INSTALLATION BY OTHERS. ( ESTIMATED SHIPPING HEIGHT 15'9" WITHOUT VENTS )

ANY ITEMS THAT FALL ON THE MODLINE AND CANNOT BE LOCATED ELSEWHERE WILL BE SHIPPED LOOSE FOR SITE INSTALLATION BY OTHERS.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN PHOENIX MODULAR'S SCOPE OF WORK.

HVAC UNITS THAT ARE POWERED BY A GENERATOR WILL HAVE THEIR WARRANTY VOIDED UNLESS AN APPROVED SURGE PROTECTOR DEVICE IS INSTALLED.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

**PLEASE NOTE:**

PHOENIX MODULAR IS NOT RESPONSIBLE FOR CODE COMPLIANCE WITH ANY REGULATORY BODY OTHER THAN THE STATE AGENCY WHERE THE BUILDING WILL BE LOCATED. COMPLIANCE WITH ANY SPECIAL CODE OR REQUIREMENTS DUE TO OCCUPANCY OR USE OF SUCH BUILDING IS NOT THE RESPONSIBILITY OF PHOENIX MODULAR. (DEALER MUST PROVIDE ALL GOVERNMENTAL COMPLIANCE REQUIREMENTS THAT AFFECT ANY QUOTE

REQUESTED). IF, DURING THE PERFORMANCE OF THIS CONTRACT, THE PRICE OF BUILDING MATERIALS SIGNIFICANTLY INCREASES, THROUGH NO FAULT OF THE MANUFACTURER, THE PRICE OF THESE BUILDING MATERIALS SHALL BE EQUITABLY ADJUSTED BY AN AMOUNT REASONABLY NECESSARY TO COVER ANY SUCH SIGNIFICANT PRICE INCREASES. SUCH PRICE INCREASES SHALL BE DOCUMENTED. WHERE THE DELIVERY OF BUILDING MATERIALS IS DELAYED, THROUGH NO FAULT OF THE MANUFACTURER, AS A RESULT OF A SHORTAGE OR UNAVAILABILITY, MANUFACTURER SHALL NOT BE LIABLE FOR ANY ADDITIONAL COSTS OR DAMAGES ASSOCIATED WITH SUCH DELAY(S).



**DESCRIPTION**

B-Laundry/Storage/Gym

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

NO PROVISIONS FOR EXTERIOR FIRE RATING. PHOENIX MODULAR ASSUMES THE MINIMUM REQUIRED DISTANCE FROM ANY AND ALL COMMON OR ASSUMED PROPERTY LINES.

PLEASE NOTE: SMOKE DUCT DETECTORS PROVIDED ARE STAND ALONE, AND NOT TIED TO ANY FIRE ALARM, AND ARE NON REPORTING. HVACS ARE NOT PROVIDED WITH RELAYS FOR FUTURE TIE IN TO NEW OR EXISTING FIRE ALARM SYSTEMS.

PHOENIX MODULAR'S STANDARD ONE YEAR WARRANTY APPLIES AND IS AVAILABLE ON OUR WEBSITE.

PLUMBING MANIFOLD IS NOT INCLUDED.

AN ECONOMIZER(S) HAS BEEN INCLUDED ON HVAC UNIT(S). DUE TO THE NEED FOR THE HVAC PERFORMANCE TO BE CONSISTENT WITH THE PROJECT SITE ENVIRONMENT THE SET-UP, ADJUSTMENTS AND TESTING TO THE ECONOMIZER NEEDS TO BE PERFORMED BY A CERTIFIED HVAC TECHNICIAN AT SITE. THIS SERVICE IS NOT IN THE PMI SCOPE OF WORK.

QUOTE IS BASED ON GLASS ROLL-UP DOORS TO BE SOLARBAN 70 GLAZING.

**PLEASE NOTE:**

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Quote Number: PM-0695-2023 v-02

Size: 24 x 52 Description: B-Laundry/Storage/Gym

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME	OUTRIGGER	Chassis Basement 12' X 52' - 12" X 11.8# I-Beam OR/CM/MC 8'/8'/8'	2.00
	AXLES	Quad Axle (4 Brake Axles)	2.00
FLOOR	JOIST	2 X 8 @ 12" O/C 125# Floor Load ( Throughout )	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-30 Unfaced (2 layers R-15)	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" THROUGH OUT	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 10' Tall (Exterior Wall)	
	INSULATION	R-21 Kraft (Exterior Wall)	
INTERIOR WALL	STUDS	2 X 4 Wall Framing - 9' To 10' Tall	
	INSULATION	NONE PROVIDED	
	COVERING	1/2" Vinyl Covered Gypsum 9' To 10' Tall	
	COLUMNS	Roof Support Column - Concealed	
COVE BASE	COVE BASE	Wall Base Vinyl 4" THROUGH OUT	
ROOF	JOIST	2 X 10 20#CMPLX 1/4 12"	

Quote Number: PM-0695-2023 v-02

Size: 24 x 52 Description: B-Laundry/Storage/Gym

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
ROOF	MATE BEAM	Wood Beam - 48" - 4-Layer (Struct 1)	
	MATE BEAM	Modline Strap	
	INSULATION	R-38C Unfaced (W/Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/4" Dens-Deck	
	COVERING	EPDM .045 - White	
	CEILING	2X4 - Vinyl Face Tile - Upgrade Throughout (Armstrong 1729A)	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 9" AFF	
WINDOW	MISC	None Provided	
EXTERIOR DOOR	DOOR	8080 Rough Opening For Future Glass Roll-Up Door	2.00
	DOOR	36X80 - 18ga Door - W/ 16ga KD Jamb	3.00
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder	3.00
	LOCKSET	Passage - Lockset - Grade 2 (Ext)	3.00
	HARDWARE	Closer - Tell 600 Series	3.00
INTERIOR DOOR	DOOR	36X80 Legacy Oak - Solid Core - W/ Timely Jamb	2.00
	LOCKSET	Passage - Tell Grade 2 - Lever	2.00
ELECTRICAL	PANEL	Nema 3R, External, 200 Amp Single Phase	1.00
	PANEL	Nema 3R, External, 125 Amp Single Phase	1.00

Quote Number: PM-0695-2023 v-02

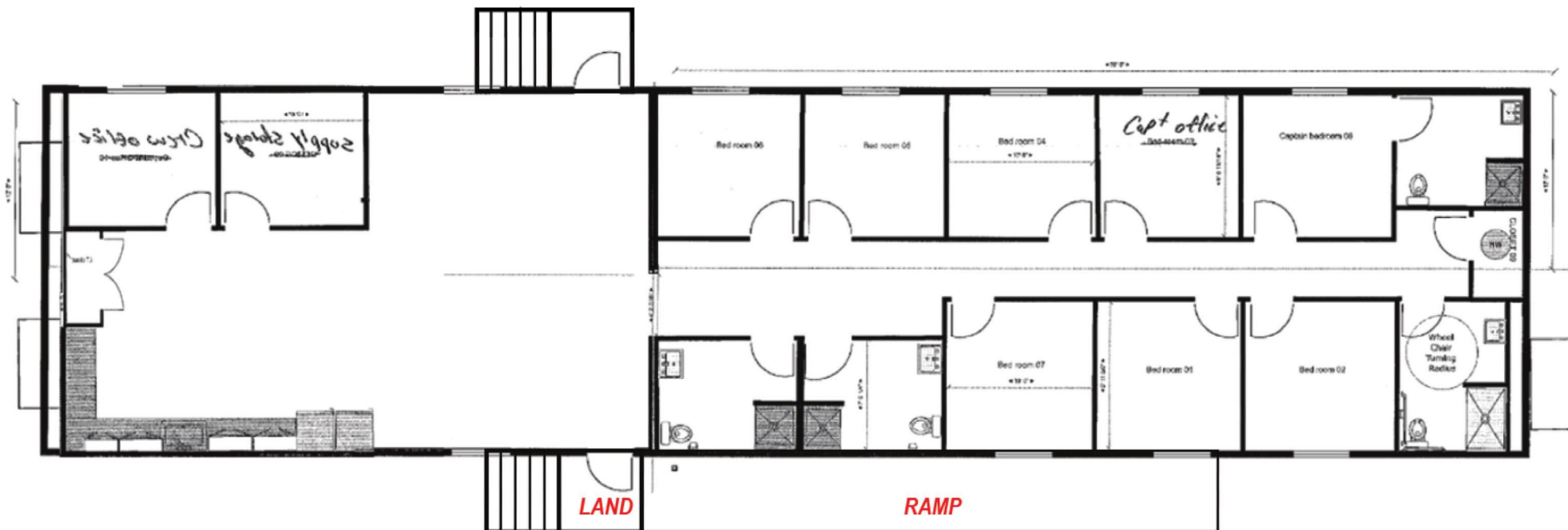
Size: 24 x 52 Description: B-Laundry/Storage/Gym

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
ELECTRICAL			
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	14.00
	EXTERIOR LIGHTS	Exterior 12w LED Porch Light With Photocell	3.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head For Emergency Light	3.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	3.00
	SWITCH	Occupancy Sensor Ceiling Mount (Single Relay)	5.00
	SWITCH	Switch Photo Control - 120V	2.00
	SWITCH	Switch Dimmer - 3-Way	2.00
	SWITCH	Momentary Switch - DCC-2	2.00
	SWITCH	Photo Sensor Ceiling Mount	2.00
	SWITCH	Photo Sensor Remote	1.00
	SWITCH	Switch Dimmer - Single	3.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
	RECEPTACLE	20A - Duplex - Dedicated	2.00
	RECEPTACLE	30A - Dryer	2.00
	RECEPTACLE	20A - Duplex	18.00
	PHONE/DATA	4X4 J-Box W/ Mud Ring & 3/4" Conduit	8.00
	PHONE/DATA	6X6 Nema 3R Entrance Box	1.00
PLUMBING			
	PIPE	Copper Plumbing Drop	
	MOP SINK	Mop Sink - Floor Mount	1.00
	FLOOR DRAIN	Floor Drain W/ Drip Primer	1.00

Quote Number: PM-0695-2023 v-02

Size: 24 x 52 Description: B-Laundry/Storage/Gym

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
PLUMBING			
	WATER HEATERS	40-Gallon - Electric Water Heater	1.00
	MISC	Washer Box	2.00
	MISC	In-Line Strainer	1.00
	MISC	Pipe Insulation hot Lines Per Code	
	MISC	Dryer Vent	2.00
HVAC			
	H/P - WALL MOUNT	3.0-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-stat	2.00
	CRV'S & ECONOMIZERS	Economizer For H/P End Mount	2.00
	DUCT	Fiberglass / Flex Return Air Duct	
	DUCT	Fiberglass / Flex - Supply Air Duct	
	EXHAUST FANS	180 CFM - Ceiling Mount	3.00
	MISC	Plenum Wall	
MISC			
	MISC	Shipping Wall	
	MISC	Close-Up	
STATES			
	STATE APP	CA Approvals	





**DESCRIPTION**

28 x 100

R-OCC Chula Vista Temp Fire (V3)

NOTES:

\*\*\* PRICE IS VALID FOR 30 DAYS FROM 8/23/2023 \*\*\*

IF YOU DO NOT SEE A SPECIFIED ITEM WRITTEN IN THE PROPOSAL, IT IS NOT INCLUDED.

ANY ITEMS THAT EXCEED THE DESIGNATED SHIPPING HEIGHT OR WIDTH WILL BE SHIPPED LOOSE FOR SITE INSTALLATION BY OTHERS.

ANY ITEMS THAT FALL ON THE MODLINE AND CANNOT BE LOCATED ELSEWHERE WILL BE SHIPPED LOOSE FOR SITE INSTALLATION BY OTHERS.

BUILDING IS QUOTED PER CALIFORNIA CLIMATE ZONE 7, RISK 4, THE 2022 CBC, 2022 CEC, 2022 CMC, 2022 CPC, 2022 CBC CHAPTER 11B ACCESSIBILITY BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B (PLEASE LET YOUR SALES REP KNOW IF YOU NEED COMPLIANCE WITH 4369A). PHOENIX MODULAR TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS.

DUE TO LACK OF INFORMATION ON SHOWER USAGE AND DURATION, PHOENIX MODULAR CANNOT GUARANTEE ADEQUATE HOT WATER DURING PERIODS OF HEAVY USAGE.

FINAL FINISH, WAXING, SEALING, BUFFING, ETC OF VINYL FLOORING IS NOT PROVIDED IN PHOENIX MODULAR'S SCOPE OF WORK.

HVAC UNITS THAT ARE POWERED BY A GENERATOR WILL HAVE THEIR WARRANTY VOIDED UNLESS AN APPROVED SURGE PROTECTOR DEVICE IS INSTALLED.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR

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**PLEASE NOTE:**

PHOENIX MODULAR IS NOT RESPONSIBLE FOR CODE COMPLIANCE WITH ANY REGULATORY BODY OTHER THAN THE STATE AGENCY WHERE THE BUILDING WILL BE LOCATED. COMPLIANCE WITH ANY SPECIAL CODE OR REQUIREMENTS DUE TO OCCUPANCY OR USE OF SUCH BUILDING IS NOT THE RESPONSIBILITY OF PHOENIX MODULAR. (DEALER MUST PROVIDE ALL GOVERNMENTAL COMPLIANCE REQUIREMENTS THAT AFFECT ANY QUOTE REQUESTED). IF, DURING THE PERFORMANCE OF THIS CONTRACT, THE PRICE OF BUILDING MATERIALS SIGNIFICANTLY INCREASES, THROUGH NO FAULT OF THE MANUFACTURER, THE PRICE OF THESE BUILDING MATERIALS SHALL BE EQUITABLY ADJUSTED BY AN AMOUNT REASONABLY NECESSARY TO COVER ANY SUCH SIGNIFICANT PRICE INCREASES. SUCH PRICE INCREASES SHALL BE DOCUMENTED. WHERE THE DELIVERY OF BUILDING MATERIALS IS DELAYED, THROUGH NO FAULT OF THE MANUFACTURER, AS A RESULT OF A SHORTAGE OR UNAVAILABILITY, MANUFACTURER SHALL NOT BE LIABLE FOR ANY ADDITIONAL COSTS OR DAMAGES ASSOCIATED WITH SUCH DELAY(S).

**DESCRIPTION**

28 x 100

R-OCC Chula Vista Temp Fire (V3)

FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

NO PROVISIONS FOR EXTERIOR FIRE RATING. PHOENIX MODULAR ASSUMES THE MINIMUM REQUIRED DISTANCE FROM ANY AND ALL COMMON OR ASSUMED PROPERTY LINES.

PHOENIX MODULAR TAKES EXCEPTION TO LIQUIDATED DAMAGES, DAVIS BACON, PREVAILING WAGES-INCLUSIVE OF ANY SERVICE WORK THAT WOULD BE REQUIRED. IF SPECIALTY TRAINING OR NON STANDARD REQUIREMENTS ARE NECESSARY FOR SITE ACCESS THEY MUST BE DISCLOSED WITH BID REQUEST. IF THIS IS NOT DISCLOSED WITH BID REQUEST AND THESE CONDITIONS APPLY THE DEALER WILL BE RESPONSIBLE FOR ANY COSTS INCURRED.

PHOENIX MODULAR'S STANDARD ONE YEAR WARRANTY APPLIES AND IS AVAILABLE ON OUR WEBSITE.

SMOKE DETECTORS PROVIDED ARE STAND ALONE & NOT TIED TO ANY ALARM SYSTEM.

PLEASE NOTE: SMOKE DUCT DETECTORS PROVIDED ARE STAND ALONE, AND NOT TIED TO ANY FIRE ALARM, AND ARE NON REPORTING. HVAC'S ARE NOT PROVIDED WITH RELAYS FOR FUTURE TIE IN TO NEW OR EXISTING FIRE ALARM SYSTEMS.

NO PROVISIONS HAVE BEEN MADE FOR FUTURE SOLAR PANELS.

PLUMBING MANIFOLD IS NOT INCLUDED.

NO APPLIANCES HAVE BEEN PROVIDED.

FIRE SPRINKLER IS REQUIRED BUT NOT INCLUDED.

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Quote Number: PM-0806-2023 v-03

Size: 28 x 100 Description: R-OCC Chula Vista Temp Fire (V3)

<u>COMPONEN</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME	OUTRIGGER	Chassis Basement 14' X 60' - 12" X 11.8# I-Beam OR/CM/MC 13'8" x 60'	2.00
	OUTRIGGER	Chassis Basement 14' X 40' - 12" X 11.8# I-Beam OR/CM/MC 13'8" x 40'	2.00
	AXLES	Quad Axle (4 Brake Axles)	2.00
	AXLES	Five Axle (5 Brake Axles)	1.00
	AXLES	Six Axle (6 Brake Axles)	1.00
FLOOR	JOIST	2 X 8 @ 16" O/C 50# Floor	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" Throughout	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Adder for Risk 4	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall ( Exterior Wall)	
	INSULATION	R-21 Kraft (Exterior Wall)	
INTERIOR WALL	STUDS	2 X 4 Wall Framing - 8' Tall	
	STUDS	Upgrade to Plumbing Wall	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall	

Quote Number: PM-0806-2023 v-03

Size: 28 x 100 Description: R-OCC Chula Vista Temp Fire (V3)

<u>COMPONEN</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
INTERIOR WALL	COVERING	4' FRP Wainscot	
COVE BASE	COVE BASE	Wall Base Vinyl 4" Throughout	
ROOF	JOIST	2 X 10 20# mono roof 1/4" to 12" slope to sides	
	MATE BEAM	12" Steel Ibeam @ Back to back locations	4.00
	MATE BEAM	Steel Clearspan Truss Ends Support Back to back location only	8.00
	MATE BEAM	Wood Clearspan Truss Ends Support	4.00
	MATE BEAM	Modline Strap	
	MATE BEAM	20# Steel Clearspan - 14' Wide	
	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 8' Nominal	
	MISC	Draft Stop	
WINDOW	BLINDS	Mini-Blind	11.00
	WINDOW 4040 - VINYL	4040 - H/S - Dual Glazed - Vinyl Frame - Clear Low E	11.00
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	2.00

Quote Number: PM-0806-2023 v-03

Size: 28 x 100 Description: R-OCC Chula Vista Temp Fire (V3)

<u>COMPONEN</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
EXTERIOR DOOR			
	LOCKSET	Passage - Lockset - Grade 2 (Ext)	2.00
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder	2.00
	HARDWARE	Closer - Tell 600 Series	2.00
INTERIOR DOOR			
	DOOR	36X80 Legacy Oak - Hollow Core - W/ Timely Jamb	15.00
	DOOR	72X80 Double Legacy Oak - Hollow Core - W/ Timely Jamb	1.00
	LOCKSET	Privacy - Tell Grade 3 - Lever	11.00
	LOCKSET	Passage - Tell Grade 3 - Lever	5.00
	HARDWARE	Astragal W/ Flush Bolts (Int. Door)	1.00
ELECTRICAL			
	PANEL	Arc Fault Breakers	
	PANEL	Nema 3R, External, 125 Amp Single Phase	2.00
	PANEL	Nema 3R, External, 200 Amp Single Phase	2.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Troffer 2 X 2 - LED - 3400 Lumen Std rr, mop closet, IT closet	5.00
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen Bedrooms, offices, ADA rr, open area	23.00
	EXTERIOR LIGHTS	Exterior 12w LED Porch Light With Photocell	2.00
	EXIT/EMERGENCY LIGHTS	Exterior Remote Head For Emergency Light	2.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	2.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	1.00
	SWITCH	15-Amp - Single Garbage disposal & Bedroom recept control	8.00



Quote Number: PM-0806-2023 v-03

Size: 28 x 100 Description: R-OCC Chula Vista Temp Fire (V3)

<u>COMPONEN</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
ELECTRICAL	SWITCH	Switch Sensor Dimming Bedrooms & offices	9.00
	SWITCH	15-Amp - 3-Way Day area sensor override	2.00
	SWITCH	Occupancy Sensor Wall Mount (Single Relay) Restrooms, utilities & storage	7.00
	SWITCH	Occupancy Sensor Ceiling Mount (Single Relay) Kitchen/open area & hall	4.00
	RECEPTACLE	20A-Duplex-Tamper Resistant Throughout ( 1 in upper cab for range hood)	70.00
	RECEPTACLE	20A - GFCI Duplex - Dedicated Counter top appliances & dishwasher - Tamper resistant (No appliances or dishwasher provided)	4.00
	RECEPTACLE	20A - Duplex - Dedicated Refrigerator location - Tamper Resistant (Refrigerators Not	2.00
	RECEPTACLE	50A - Range	1.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	2.00
	RECEPTACLE	20A-GFCI-Duplex-Tamper Resistant Restrooms, mop closet & kitchen counter	6.00
	J-BOXES	20A - Hard Wired J-Box Sprinklers	1.00
	PHONE/DATA	4X4 J-Box W/ Mud Ring & 3/4" Conduit 22 std use & 8 FA - Stubbed to ceiling	30.00
	PHONE/DATA	6X6 Nema 3R Entrance Box	1.00
	MISC	Smoke Detector AC W/ Battery Bedrooms, hall, day area	10.00
PLUMBING	PIPE	Copper Plumbing Drop	



Quote Number: PM-0806-2023 v-03

Size: 28 x 100 Description: R-OCC Chula Vista Temp Fire (V3)

<u>COMPONEN</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
PLUMBING			
	WATER CLOSET	Water Closet - Std - Low Flow - Elongated	3.00
	WATER CLOSET	Water Closet - ADA - Low Flow - Elongated	1.00
	LAVATORIES	Lavatory - Wall Hung	4.00
	SHOWERS	Shower STD - 36" - (Non-ADA)	3.00
	SHOWERS	Shower ADA - 60"	1.00
	KITCHEN SINKS	33" X 22" S.S. Double Bowl Sink	1.00
	WATER HEATERS	80-Gallon - Electric Water Heater	1.00
	ACCESSORIES	Toilet Paper Dispenser	4.00
	ACCESSORIES	Grab-Bar Set	1.00
	ACCESSORIES	Mirror - 24" X 36" - W/Clips	4.00
	MISC	3/4 hp garbage disposal w/ chord	1.00
	MISC	In-Line Strainer	1.00
HVAC			
	H/P - WALL MOUNT	2.5-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-stat	2.00
	H/P - WALL MOUNT	3.5-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-stat	2.00
	DUCT	Fiberglass / Flex Return Air Duct	
	DUCT	Fiberglass / Flex - Supply Air Duct	
	EXHAUST FANS	140 CFM - Ceiling Mtd W/ Humidistat	4.00
	MISC	Merv 13 filters	
	MISC	Smoke Duct Detector	4.00
	MISC	Plenum Wall	
FURNISHINGS			

Quote Number: PM-0806-2023 v-03

Size: 28 x 100 Description: R-OCC Chula Vista Temp Fire (V3)

<u>COMPONEN</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FURNISHINGS			
	CABINETS	Custom Laminate Countertop	24.00
	CABINETS	Prefinished - Base Cabinet	24.00
	CABINETS	Prefinished - Wall Cabinet	12.00
MISC			
	MISC	Shipping Wall	
	MISC	Close-Up	
STATES			
	STATE APP	CA Approvals	

# Project quotation

Date: 11/27/2023



Sal Crivello

Cell: 619-719-0315

Email: [sal@pacificmobile.com](mailto:sal@pacificmobile.com)

## Exceptions / Clarifications:

- Performance & payment bonds not included.
- Obtaining required County/City building permits, fees, and inspections not included.
- Customer site must be dry, compacted, level, and accessible by normal truck delivery.
- All costs to skate manually, crane, or forklift the building into position would be an additional cost.
- Delivery does not include any special delivery permits, pilot cars, police escorts, or flagman.
- Any special site required escorts, safety meetings, or other site related down-time would be an additional cost.
- Extra trip charges may incur if customer decides to stop work on site.
- Standard setup does not include removal of axles, tires, and tow bars
- Seismic tie-down quantities are estimated, so costs will change to the amount shown on approved engineering.
- Customer's responsible to call 811 and have underground utilities marked before building arrives on site
- Modular building does include fire sprinklers
- Site improvements not included (fence, landscape, sidewalk, parking, lighting, etc.). Site survey or soils testing not included.
- Preparation of modular building pad not included (Minimum of 1,500 PSF required, and +/- 6" grade difference assumed).
- Any special site testing requirements would be an additional cost.
- All utility connections to modular building are not included. (Electrical, water, sewer, etc.)
- All low voltage wiring, devises, panels, and monitoring not included.
- Site security, temporary toilets, or garbage dumpsters not included.
- Proper site drainage or SWPPP plan not included.
- ADA steps included.
- Ramping quoted assumes a grade difference of 36" from door threshold to ramp entrance, and final transition to grade will be the customer responsibility.
- Proposal includes all ramped doors at 36" above grade, and final transition to grade will be the customer responsibility.
- Roof gutters and covered entrances not included, but optional.
- Refer to attached floor plan & elevations for further clarification.
- Pricing good for 30-days

# Project quotation

Date: 11/27/2023



Sal Crivello

## New Building

**Warranty:** (2) Year Pacific Mobile Warranty, (5) Year HVAC Limited Warranty

### **Payment Terms:**

- Invoices due upon receipt.
- 35% Due upon signed contract, payment must be received to reserve production time.
- 55% Due when completed at factory, payment must be received prior to delivery.
- 8% Due upon initial punch list walk-through.
- 2% Due upon final completion.



# Project quotation

Date: 11/27/2023



Sal Crivello

## ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT:** The essence of the contract set forth on the face page of this Agreement is that Pacific Mobile Structures, Inc. ("Seller") agrees to provide and deliver the specified mobile/modular building(s) and related equipment (Property); and, in exchange, Buyer will fulfill the specified payment terms. Seller and Buyer's signatures and initials acknowledge the following terms and conditions have been reviewed and are also part of this Agreement.
2. **PAYMENT**
  - 2.1 **Terms:** Buyer agrees that the price and payment terms are fully and accurately set forth on the face page of this Agreement. Buyer acknowledges that by entering into this Agreement, Buyer is causing Seller to incur costs associated with delivering the product and services bargained for in this Sales Agreement. Payments are due on receipt in the amount described on each invoice and shall be deemed late if not paid within 15 days of the invoice date, unless otherwise specified on the face page of this agreement, at which time a finance charge of 1% per month may be assessed until paid.
  - 2.2 **Financing:** Buyer agrees to indicate in writing (under the payment terms on the face page of this Agreement) if Buyer's purchase is subject to financing. Buyer agrees that representing in bad faith or without a reasonable basis that financing is forthcoming from a third-party is deemed a breach of this Agreement and will subject Buyer to the default clause remedies set forth below. If Buyer makes a good faith and reasonable representation but is unable to ultimately obtain third-party financing sufficient to satisfy the payment terms, Buyer agrees that Seller has the option to extend reasonable financing terms and Buyer will be obligated to enter into a retail installment contract and sign a security agreement or other agreement as may be required for Seller to finance Buyer's purchase.
3. **SITE CONDITIONS:** Buyer is aware that the delivery site must be dry, compacted level and accessible for industry standard maneuvering by normal mobile/modular truck tow. If the site's condition reasonably prevents delivery, then the extra costs for equipment, labor and down time to remedy the situation are the Buyer's responsibility and will be addressed by change order.
4. **SCHEDULE; DELAYS; INCREASE IN PRICE AND/OR TIME; STORAGE:** Delivery and any setup work will begin and be substantially completed on the dates set forth on the face page of this agreement and/or in an addendum modifying the dates. However, delays may occur due to unforeseen circumstance beyond Seller's control, including, but not limited to: extreme weather conditions; fire; transportation delays; unavoidable accidents or circumstances; unacceptable site conditions; Buyer's acts or omissions. Excusable delays do not subject Seller to penalties or damages. In reasonable instances, Seller may modify the Contract price to reflect additional incurred expenses and/or modify the Schedule to account for delays. If Buyer delays the building review beyond a reasonable time or outlined schedule, Seller may reevaluate the contract price. If Seller is unable to deliver the mobile/modular building(s) due to Buyer's site delays, a storage fee will begin seven days after completion at the factory or the predetermined delivery date, whichever is later. Buyer agrees to pay a pro-rated monthly storage fee at a rate of \$0.20 per square foot of each floor until the Buyer is able to take delivery. If space is unavailable, Buyer must either transport to an alternative site or Seller will do so unilaterally and pass the expense to Buyer.
5. **DELIVERY AND PLACEMENT**
  - 5.1 **Transportation Permits:** Buyer is aware that special permits may be required to transport the mobile/modular building(s) to final destination, and that permits are often granted, granted conditionally, or denied based upon the width of the mobile/modular building. Seller will seek to obtain the transportation permits ordinarily required. However, if additional local permits are required, those additional fees will be passed on to the Buyer. Further, if a transportation permit is denied or is granted conditionally, Buyer will not make claims against Seller. If Seller cannot obtain transportation permits, Seller may, at its option, cancel this Agreement and return the progress payment without further liability or obligation.
  - 5.2 **Building Permits:** Buyer is responsible for obtaining building and site permits. Seller cannot deliver/place buildings until they have the building and/or site permit, if required. If Buyer fails to obtain a necessary permit, or fails to make any required changes, and in either case as a result Seller incurs any costs, fines or forfeitures, Buyer will pay the amount of any such cost, fine or forfeiture to the Seller on demand.
  - 5.3 **Site Conditions:** Buyer is aware that the delivery site must be dry, compacted level and accessible for industry standard maneuvering by normal mobile/modular truck tow. If the site condition prevents delivery, then the extra costs for equipment, labor and down time to remedy the situation are the Buyer's responsibility and will be addressed by change order.
6. **CHANGES:** Seller may add to or deduct from the amount of work covered by this Agreement, and any changes so made in the amount of work involved, or any other parts of this Agreement, shall be by a written change order hereto setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon in writing between the Seller and the Buyer.
7. **TAXES:** Buyer shall be solely responsible for filing the appropriate federal, state and local tax forms, and paying all such taxes or fees, including sales taxes, estimated taxes and employment taxes, due with respect to Buyer's purchase under this Agreement.
8. **TITLE AND RISK OF LOSS:** Ownership title to the Property shall pass to Buyer when the purchase price is paid in full. However, Buyer assumes and bears the risk of Property loss the moment the Property is delivered to the Buyer's site. It is Buyer's responsibility to arrange with Buyer's insurance representative adequate and timely insurance coverage. Buyer waives any claims against Seller relating to risk or loss after delivery, even if Buyer's insurance is not yet effective. The sole exception to the above is that any loss caused by Seller's operations during delivery and/or any agreed upon set-up will be covered to the extent it falls within Seller's CGL insurance policy coverage.
9. **INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION:** Buyer shall be responsible for obtaining and maintaining its own liability and property insurance. Seller agrees to defend, indemnify and hold harmless Buyer from claims for bodily injury and property damage caused by Seller's negligence. However, this indemnification is contingent upon Seller's CGL insurer providing coverage and is limited to the amounts paid by Seller's CGL insurer. Buyer agrees to defend, indemnify and hold harmless Seller and its Subcontractors from claims for bodily injury and property damage caused by the negligence of Buyer and its agents. Buyer and Seller waive all non-trustee rights against each other for damages caused by risks covered by insurance.
10. **WARRANTIES**
  - 10.1 **Used Units are sold "As Is":** Buyer is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any of Seller's affiliates, or any of Seller's respective agents, officers, representatives, or otherwise. Seller specifically makes no representations, express, implied, statutory or otherwise, with respect to the unit being purchased, its current condition, or its fitness or suitability for any particular use or purpose.
  - 10.2 **New Units:**
    - 10.2.1 **Seller's Warranty:** Pacific Mobile Structures, Inc., warrants to the first Buyer the commercial building sold to Buyer to be free from defects in materials and workmanship when properly maintained and in normal use.
    - 10.2.2 **Buyer's Remedy:** Buyer's exclusive and only remedy under this warranty shall be Seller's repair or replacement, at Seller's option, of any defect(s) in materials or workmanship of the subject building. Unless otherwise agreed in writing between Seller and Buyer, repairs under this warranty shall only be made at the original site of installation of the subject building. In the event the repair or replacement of the defect(s) in materials or workmanship of the subject building are needed and can be repaired by Buyer for \$100 or less on an actually incurred cost basis, Buyer may perform the repair or replacement and receive reimbursement from Seller. Requests for reimbursement shall be made in writing and shall contain sufficient detail to permit



# Project quotation



Sal Crivello

Date: 11/27/2023

Seller to evaluate the nature of the defect(s). All parts removed during repair shall be retained by Buyer for Seller's inspection for thirty (30) days from Seller's receipt of Buyer's request for reimbursement. Seller shall have thirty (30) days from its receipt or Buyer's request to accept or reject it. If not rejected in that time period, the request shall be deemed accepted.

**10.2.3 Duration of Warranty:** 24-month warranty on major building components (roof, siding, structural issues, leaks); 12-month warranty on interior sheetrock repairs, light ballasts, door adjustments. The warranty period begins on the date of substantial completion. Excludes light bulbs, filters and adjustment of foundation due to ground water or settling of ground. HVAC warranty is covered by supplier (see manufacturers brochure for specific labor and materials warranties)

**10.2.4 Buyer's Duties:** Notice of Any Defects. Buyer shall give prompt written notice of any defects in materials or workmanship to Seller with sufficient detail to permit Seller to perform its obligations under this warranty.

**10.2.5 Notice of Breach:** Buyer shall give written notice to Seller of any alleged refusal or failure of Seller to repair or replace defects in materials or workmanship under this warranty not later than fifteen (15) days after Buyer learns of such alleged failure or refusal.

**10.2.6 Disclaimer:** The foregoing warranty is exclusive and is given and accepted in lieu of (i) any and all other warranties express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose; and (ii) any obligation, liability, right, claim, or remedy in contract or tort, whether or not arising from Seller's negligence, actual or imputed. The remedies of Buyer shall be limited to those proved herein to the exclusion of any other remedies, including without limitation incidental or consequential damages. No agreement varying or extending the foregoing warranty, remedies or this limitation shall be binding upon Seller unless in writing, signed by a duly authorized officer of Seller.

**10.2.7 Exclusions From Warranty:** This warranty and the obligations stated herein shall NOT apply to the following: The subject building, if it has been repaired or altered without the prior written approval of Seller; the subject building if it has been subjected to misuse, abuse, neglect, or accident; used items furnished by Buyer for installation on the subject building; any part of the subject building which is not defective, but which must be replaced during the warranty period as a result of wear and tear; electrical, plumbing or mechanical connections or systems installed in or on the subject building by persons other than Seller; any defects to the subject building caused by improper site preparation or site conditions, acts of God, fire, vandalism, riot, insurrection, or other civil disorder.

**10.2.8 Limitations of Actions:** No action for breach of this warranty shall be commenced more than one (1) year after the accrual of the cause of action.

**10.2.9 Merger:** This warranty is the complete, final, and exclusive warranty of Seller with respect to the quality or performance of the subject building and any and all warranties and representations in connection with it.

**10.2.10 Governing Law:** This warranty and the rights and duties of the parties under this warranty shall be governed by the laws of the state of Washington.

11. **DEFAULT AND REMEDIES:** Buyer is in material default and breaches this contract if Buyer: (1) fails or refuses to timely make the agreed upon payments; or, (2) delays the Seller's delivery or services over 30 days; or (3) otherwise fails to satisfy the Agreement terms and conditions. If Buyer defaults, Seller may cancel this contract; and/or repossess its Property; and/or retain a portion of any payments already made by Buyer, sufficient to adequately compensate Seller for expenses or losses caused by Buyer's default. If Seller has canceled the contract, or if Buyer has committed a material breach, then Buyer cannot thereafter claim to be canceling the contract and be entitled to a return of any payments already made by Buyer until Seller has had a reasonable opportunity to account for and deduct any damages (including costs incurred up to the time of cancellation) owed from any payments already made by Buyer. If Buyer has not made any payments or made payments that are insufficient to cover all losses, Seller will take other collection action (including legal). If repossession is necessary, Buyer will be liable for all repossession costs.
12. **DISPUTE RESOLUTION:** The parties shall first endeavor to settle disputes through informal direct discussions. If unsuccessful, any party may serve a written Notice requesting resolution that: explains the dispute in detail and provides all supporting evidence; and appoints a senior representative to negotiate the Dispute on its behalf. Buyer must serve such Notice to Seller's corporate office. If unsuccessful, the parties may seek non-binding mediation. Lastly, either party may submit the Dispute to the American Arbitration Association for arbitration.
13. **ATTORNEY FEES; COLLECTION FEES; INTEREST; LIMITATION OF LIABILITY:** Seller is entitled to recover reasonable pre-judgment and post judgment interest and other collection expenses, including attorney fees, incurred if Buyer defaults on payments. Seller shall also be entitled interest on delinquent invoices at the rate of 1% per month or the maximum rate permitted by law until such invoice is paid in full. Except for collection, arbitration or litigation actions, remedies shall be limited to direct out of pocket costs, unless noted otherwise herein.
14. **SAFETY:** Buyer shall assure, insofar as is reasonably possible, safe and healthful site conditions, including, but not limited to: assuring Buyer's site complies with all applicable health, safety and environmental laws; and, assuming supervisory responsibility and function of all non-construction related parties on site during delivery and any set-up. Buyer shall be solely liable and responsible for any safety violation or deficiency.
15. **GENERAL:** This Agreement: (a) contains the entire Agreement between the parties and supersedes any and all other documents or information exchanged whether oral or written; (b) shall not be assigned or transferred in any manner by the Buyer without the prior written consent of the Seller; (c) may be modified only in a writing signed by both parties; (d) shall be governed by Washington State law and, if necessary, litigated in Washington State, either, in King, Thurston or Lewis Counties at Seller's discretion; (e) the failure to insist on the performance of any part(s) of this Agreement, or to exercise any rights, shall not be construed as a waiver or relinquishment of such term, covenant or condition or right; and, (f) if any part of this Agreement, its Addendum or other related documents are found to be unenforceable, the remaining parts shall still be in full force and effect. This Agreement may be executed in counterparts and delivered via facsimile or other electronic means, with the same effect as the original.
16. **ORDER OF PRECEDENCE:** The terms and conditions and applicable agreements and documents shall adhere to the following order of precedence:
  1. Prime Contract, if applicable
  2. Pacific Mobile Structures Sales Agreement, Change Orders and Terms & Conditions
  3. Buyer Agreement and Terms & Conditions
  4. Buyer Purchase Order
  5. Invoice

In Acceptance, Initials \_\_\_\_\_



# Project quotation



Sal Crivello



Date: 11/27/2023

## Exceptions / Clarifications:

- prevailing wages Included
- Performance & payment bonds not included.
- Obtaining required County/City building permits, fees, and inspections not included.
- Customer site must be dry, compacted, level, and accessible by normal truck delivery.
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- Roof gutters and covered entrances not included, but optional.
- Refer to attached floor plan & elevations for further clarification.
- Pricing good for 30-days

# Project quotation



Sal Crivello

Date: 11/27/2023

## New Building

**Warranty:** (2) Year Pacific Mobile Warranty, (5) Year HVAC Limited Warranty

**Payment Terms:**

- Invoices due upon receipt.
- 35% Due upon signed contract, payment must be received to reserve production time.
- 55% Due when completed at factory, payment must be received prior to delivery.
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# Project quotation



Sal Crivello

Date: 11/27/2023

## ADDITIONAL TERMS AND CONDITIONS

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6. **CHANGES:** Seller may add to or deduct from the amount of work covered by this Agreement, and any changes so made in the amount of work involved, or any other parts of this Agreement, shall be by a written change order hereto setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon in writing between the Seller and the Buyer.
7. **TAXES:** Buyer shall be solely responsible for filing the appropriate federal, state and local tax forms, and paying all such taxes or fees, including sales taxes, estimated taxes and employment taxes, due with respect to Buyer's purchase under this Agreement.
8. **TITLE AND RISK OF LOSS:** Ownership title to the Property shall pass to Buyer when the purchase price is paid in full. However, Buyer assumes and bears the risk of Property loss the moment the Property is delivered to the Buyer's site. It is Buyer's responsibility to arrange with Buyer's insurance representative adequate and timely insurance coverage. Buyer waives any claims against Seller relating to risk or loss after delivery, even if Buyer's insurance is not yet effective. The sole exception to the above is that any loss caused by Seller's operations during delivery and/or any agreed upon set-up will be covered to the extent it falls within Seller's CGL insurance policy coverage.
9. **INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION:** Buyer shall be responsible for obtaining and maintaining its own liability and property insurance. Seller agrees to defend, indemnify and hold harmless Buyer from claims for bodily injury and property damage caused by Seller's negligence. However, this indemnification is contingent upon Seller's CGL insurer providing coverage and is limited to the amounts paid by Seller's CGL insurer. Buyer agrees to defend, indemnify and hold harmless Seller and its Subcontractors from claims for bodily injury and property damage caused by the negligence of Buyer and its agents. Buyer and Seller waive all non-trustee rights against each other for damages caused by risks covered by insurance.
10. **WARRANTIES**
  - 10.1 **Used Units are sold "As Is":** Buyer is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any of Seller's affiliates, or any of Seller's respective agents, officers, representatives, or otherwise. Seller specifically makes no representations, express, implied, statutory or otherwise, with respect to the unit being purchased, its current condition, or its fitness or suitability for any particular use or purpose.
  - 10.2 **New Units:**
    - 10.2.1 **Seller's Warranty:** Pacific Mobile Structures, Inc., warrants to the first Buyer the commercial building sold to Buyer to be free from defects in materials and workmanship when properly maintained and in normal use.
    - 10.2.2 **Buyer's Remedy:** Buyer's exclusive and only remedy under this warranty shall be Seller's repair or replacement, at Seller's option, of any defect(s) in materials or workmanship of the subject building. Unless otherwise agreed in writing between Seller and Buyer, repairs under this warranty shall only be made at the original site of installation of the subject building. In the event the repair or replacement of the defect(s) in materials or workmanship of the subject building are needed and can be repaired by Buyer for \$100 or less on an actually incurred cost basis, Buyer may perform the repair or replacement and receive reimbursement from Seller. Requests for reimbursement shall be made in writing and shall contain sufficient detail to permit



# Project quotation



Sal Crivello

Date: 11/27/2023

Seller to evaluate the nature of the defect(s). All parts removed during repair shall be retained by Buyer for Seller's inspection for thirty (30) days from Seller's receipt of Buyer's request for reimbursement. Seller shall have thirty (30) days from its receipt or Buyer's request to accept or reject it. If not rejected in that time period, the request shall be deemed accepted.

**10.2.3 Duration of Warranty:** 24-month warranty on major building components (roof, siding, structural issues, leaks); 12-month warranty on interior sheetrock repairs, light ballasts, door adjustments. The warranty period begins on the date of substantial completion. Excludes light bulbs, filters and adjustment of foundation due to ground water or settling of ground. HVAC warranty is covered by supplier (see manufacturers brochure for specific labor and materials warranties)

**10.2.4 Buyer's Duties:** Notice of Any Defects. Buyer shall give prompt written notice of any defects in materials or workmanship to Seller with sufficient detail to permit Seller to perform its obligations under this warranty.

**10.2.5 Notice of Breach:** Buyer shall give written notice to Seller of any alleged refusal or failure of Seller to repair or replace defects in materials or workmanship under this warranty not later than fifteen (15) days after Buyer learns of such alleged failure or refusal.

**10.2.6 Disclaimer:** The foregoing warranty is exclusive and is given and accepted in lieu of (i) any and all other warranties express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose; and (ii) any obligation, liability, right, claim, or remedy in contract or tort, whether or not arising from Seller's negligence, actual or imputed. The remedies of Buyer shall be limited to those proved herein to the exclusion of any other remedies, including without limitation incidental or consequential damages. No agreement varying or extending the foregoing warranty, remedies or this limitation shall be binding upon Seller unless in writing, signed by a duly authorized officer of Seller.

**10.2.7 Exclusions From Warranty:** This warranty and the obligations stated herein shall NOT apply to the following: The subject building, if it has been repaired or altered without the prior written approval of Seller; the subject building if it has been subjected to misuse, abuse, neglect, or accident; used items furnished by Buyer for installation on the subject building; any part of the subject building which is not defective, but which must be replaced during the warranty period as a result of wear and tear; electrical, plumbing or mechanical connections or systems installed in or on the subject building by persons other than Seller; any defects to the subject building caused by improper site preparation or site conditions, acts of God, fire, vandalism, riot, insurrection, or other civil disorder.

**10.2.8 Limitations of Actions:** No action for breach of this warranty shall be commenced more than one (1) year after the accrual of the cause of action.

**10.2.9 Merger:** This warranty is the complete, final, and exclusive warranty of Seller with respect to the quality or performance of the subject building and any and all warranties and representations in connection with it.

**10.2.10 Governing Law:** This warranty and the rights and duties of the parties under this warranty shall be governed by the laws of the state of Washington.

11. **DEFAULT AND REMEDIES:** Buyer is in material default and breaches this contract if Buyer: (1) fails or refuses to timely make the agreed upon payments; or, (2) delays the Seller's delivery or services over 30 days; or (3) otherwise fails to satisfy the Agreement terms and conditions. If Buyer defaults, Seller may cancel this contract; and/or repossess its Property; and/or retain a portion of any payments already made by Buyer, sufficient to adequately compensate Seller for expenses or losses caused by Buyer's default. If Seller has canceled the contract, or if Buyer has committed a material breach, then Buyer cannot thereafter claim to be canceling the contract and be entitled to a return of any payments already made by Buyer until Seller has had a reasonable opportunity to account for and deduct any damages (including costs incurred up to the time of cancellation) owed from any payments already made by Buyer. If Buyer has not made any payments or made payments that are insufficient to cover all losses, Seller will take other collection action (including legal). If repossession is necessary, Buyer will be liable for all repossession costs.
12. **DISPUTE RESOLUTION:** The parties shall first endeavor to settle disputes through informal direct discussions. If unsuccessful, any party may serve a written Notice requesting resolution that: explains the dispute in detail and provides all supporting evidence; and appoints a senior representative to negotiate the Dispute on its behalf. Buyer must serve such Notice to Seller's corporate office. If unsuccessful, the parties may seek non-binding mediation. Lastly, either party may submit the Dispute to the American Arbitration Association for arbitration.
13. **ATTORNEY FEES; COLLECTION FEES; INTEREST; LIMITATION OF LIABILITY:** Seller is entitled to recover reasonable pre-judgment and post judgment interest and other collection expenses, including attorney fees, incurred if Buyer defaults on payments. Seller shall also be entitled interest on delinquent invoices at the rate of 1% per month or the maximum rate permitted by law until such invoice is paid in full. Except for collection, arbitration or litigation actions, remedies shall be limited to direct out of pocket costs, unless noted otherwise herein.
14. **SAFETY:** Buyer shall assure, insofar as is reasonably possible, safe and healthful site conditions, including, but not limited to: assuring Buyer's site complies with all applicable health, safety and environmental laws; and, assuming supervisory responsibility and function of all non-construction related parties on site during delivery and any set-up. Buyer shall be solely liable and responsible for any safety violation or deficiency.
15. **GENERAL:** This Agreement: (a) contains the entire Agreement between the parties and supersedes any and all other documents or information exchanged whether oral or written; (b) shall not be assigned or transferred in any manner by the Buyer without the prior written consent of the Seller; (c) may be modified only in a writing signed by both parties; (d) shall be governed by Washington State law and, if necessary, litigated in Washington State, either, in King, Thurston or Lewis Counties at Seller's discretion; (e) the failure to insist on the performance of any part(s) of this Agreement, or to exercise any rights, shall not be construed as a waiver or relinquishment of such term, covenant or condition or right; and, (f) if any part of this Agreement, its Addendum or other related documents are found to be unenforceable, the remaining parts shall still be in full force and effect. This Agreement may be executed in counterparts and delivered via facsimile or other electronic means, with the same effect as the original.
16. **ORDER OF PRECEDENCE:** The terms and conditions and applicable agreements and documents shall adhere to the following order of precedence:
1. Prime Contract, if applicable
  2. Pacific Mobile Structures Sales Agreement, Change Orders and Terms & Conditions
  3. Buyer Agreement and Terms & Conditions
  4. Buyer Purchase Order
  5. Invoice

In Acceptance, Initials \_\_\_\_\_