

Project quotation

Date: 11/28/2023



Michael Thompson
 Cell: 951.816.0977
 Direct: 951.246.5163

Company: City of Hermosa Beach

Site: City of Hermosa Beach

Proposal Description: Remodel – 36x60 Office

Task	Description	Qty	Unit	Unit Sales Price	Total Sales Price	Tax
General Requirements						
	30 Sheets of White VCG, 60 Trim 1" Trim and 20 Corner Trim	1	EA	\$6,776.52	\$6,776.52	Y
Site Work						
	Excavate, trench for electrical and IT from panel to subpanels. Replace overhead service with underground from panel to trailer subpanels. Install 3" conduit in electrical trench for IT. Service three A/C units, acid wash coils, test units and report. Replace all exterior trim with smart trim around trailers, 380'4" & 420' 8" Replace 168' of high set skirting with new smart panel, backing and vents. Remove all antennas, speakers, satellite dish and disconnected apparatus on EXT. Replace 18 sheets of 10' smart panel inner seal siding. Prep and paint exterior two tone. Disconnect all old residential type lights and cap wires. Replace 25 fluorescent lights with LED troffers. Repair T bars and replace approx..160 ceiling tiles (2910) Remove wall cabinets, all speakers, phones and white board. Install carpet bar at 5 doors. Provide and install 8 miniblinds on 4x4 windows. Clean duct tape residue or replace one window. Repair interior wall trims. Remove and replace cove base. Remove approx.30 sheets of double layer drywall, paneling and prep walls. Install new white paneling on office walls and trim. Patch carpet seams and steam clean carpet. Remove LVP and VCT in entry and replace with LVP. Prep and paint interior one color. Drop 2 CAT6 drops in each office from IT room. No conduit or terminations. Suspend and secure all loose wiring in the ceiling. Provide dumpster/ hauling of job debris. Provide and install switchback ramp with steps, galvalume.	1	EA	\$212,925.60	\$212,925.60	N
	Option: Replace roof with white EPDM.	1	EA	\$24,444.00	\$24,444.00	N
	Option: seal roof and caulk seams.	1	EA	\$2,160.00	\$2,160.00	N
Teardown						
	Equipment (Forklift, skating, etc.)		EA			N
Delivery						
	Transportation (Pilot, permit, tolls)		EA			N
Foundation & Install						
	Ramp Install		EA			N
Site Subs						
	Electrical - Subcontractor		EA			N

Customer Owned Building - Remodel

- Products and materials used that have a manufacturer warranty will be passed along to the City.
- PMSI will provide a 6 month warranty on the craftsmanship.

Payment Terms:

- At the end of each month on-site, we will mutually determine the project's percentage of completion. Following this assessment, Pacific Mobile will submit a payment request aligned with the agreed-upon completion percentage. *Invoices due upon receipt.*

Subtotal	\$246,306.12
Tax	9.50%
Tax Total	\$643.77
Project Total	\$246,949.89

- The quotation is good for 30 days and is limited to availability of stock on hand. Please schedule as soon as possible to secure your preferred delivery date. By signing below the Customer named below agrees to the conditions outlined in Pacific Mobile's Terms and Conditions.

Authorized Representative Signature

Date

michael.thompson@pacificmobile.com

Project quotation

Date: 10/23/2023



Michael Thompson
Cell: 951.816.0977
Direct: 951.246.5163

Exceptions / Clarifications:

- Obtaining required County/City building permits, fees, and inspections not included.
- Customer site must be dry, compacted, level, and accessible by normal truck delivery.
- 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
- Site improvements not included (fence, landscape, sidewalk, parking, lighting, etc.). Site survey or soils testing not included.
- 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, devices, panels, and monitoring not included.
- Site security, temporary toilets, or garbage dumpsters not included.
- Proper site drainage or SWPPP plan not included.
- Pricing good for 30-days

Project quotation

Date: 10/23/2023



Michael Thompson
Cell: 951.816.0977
Direct: 951.246.5163

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

Date: 10/23/2023



Michael Thompson
Cell: 951.816.0977
Direct: 951.246.5163

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 provided 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 _____

Addendum to Project Quotation with City of Hermosa Beach
Dated April 26, 2023

Section 4

Delete the fourth sentence and replace with the following:

In reasonable instances, upon written approval by both Parties, Seller may modify the Contract price to reflect incurred expenses and/or modify the Schedule to account for delays.

Section 9

Delete the third sentence in its entirety and replace with the following:

The LESSEE, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of seller, including materials, parts, or equipment furnished in connection with such work or operations.”

Section 10.2.10

Replace "Washington" with "California".

Section 15(d)

Delete in its entirety and replace the following:

Shall be governed by California state.

Agreed and Accepted by:

City of Hermosa Beach
Authorized Signature

Pacific Mobile Structures, Inc.
Authorized Signature