

**City Manteca 24x60 Dorm Phase 2**





September 9, 2024

City of Manteca  
1001 W CENTER ST  
MANTECA, CA 95337-4302

RE: "City Manteca 24x60 Dorm Phase 2"

Attn: Vielka Guarascio,

Pacific Mobile Structures, Inc. is excited to work with you on your upcoming modular building project.

Our total price for this project is \$300,854.31 and includes the following documents.

- Itemized Pricing
- Building Drawing, Elevations, Specifications
- Scope of Work
- Exception / Clarifications

Thank you for the opportunity and let me know if you have any questions or concerns.

Sincerely,

Misty Jones  
Sales Manager  
209-846-7278

# Project Quotation: H28677



Date: 9/9/2024

**Company:** City of Manteca  
 1001 W CENTER ST  
 MANTECA, CA 95337

**Site:** City of Manteca  
 555 Industrial Park Drive  
 MANTECA, CA 95337

**Proposal Description:** Provide & Install New 24'x60' Modular Dormitory

Task	Description	Qty	Unit	Unit Sales Price	Total Sales Price	Tax
<b>Building -TIPS Contract #24020201</b>						
	24x60 Mobile Office	1	EA	\$179,662.36	\$179,662.36	Y
	VCT Flooring (Included w/Building)	1	EA			N
<b>Delivery</b>						
	12' wide per unit 601-700 miles from the factory	2	EA	\$8,454.11	\$16,908.22	Y
<b>Foundation &amp; Install</b>						
	Steel Pier Foundation (Included w/Install)	46	EA			Y
	Seismic Piers (Included w/Install)	4	EA			Y
	Remove axles & tires (Included w/Install)	8	EA			N
	24'x60' Building Size	1	EA	\$10,912.00	\$10,912.00	N
	Seismic Tiedown (Except concrete)	20	EA	\$174.05	\$3,481.00	N
	Skirting (must be done at same time as building install)	168	LF	\$21.19	\$3,559.92	N
<b>Ramp &amp; Step</b>						
	ADA Aluminum landing or ramp	399	SF	\$90.81	\$36,233.19	Y
	Install Ramps, Steps, Landing	399	SF	\$9.46	\$3,774.54	N
<b>Site Work -All RSMMeans Items -TIPS Contract #24020201</b>						
	Per Diem, PM Travel	1	EA			N
	Sprinkler System	1	EA	\$23,865.00	\$23,865.00	N
<b>General Requirements</b>						
	Foundation engineering - (Included w/Building)	1	EA			N
	Title, Registration, License (Included w/Building)	1	EA			N
	Performance & Payment Bonds	1	EA	\$3,251.77	\$3,251.77	N
	2% TIPS Discount (Included with All Pricing)	1	EA			N

**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.

<b>Subtotal</b>	\$281,648.00
<b>Tax</b>	8.25%
<b>Tax Total</b>	\$19,206.31
<b>Project Total</b>	<b>\$300,854.31</b>

The quotation is good for 30 days. Schedule as soon as possible to secure a preferred delivery date. By signing below the Customer named below agrees to the conditions outlined in Pacific Mobile's Terms and Conditions.

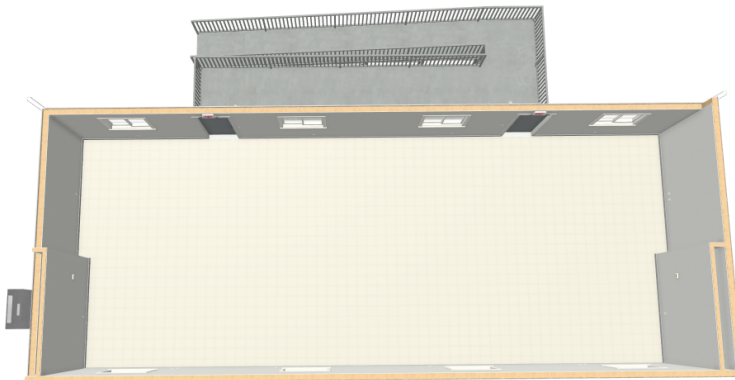
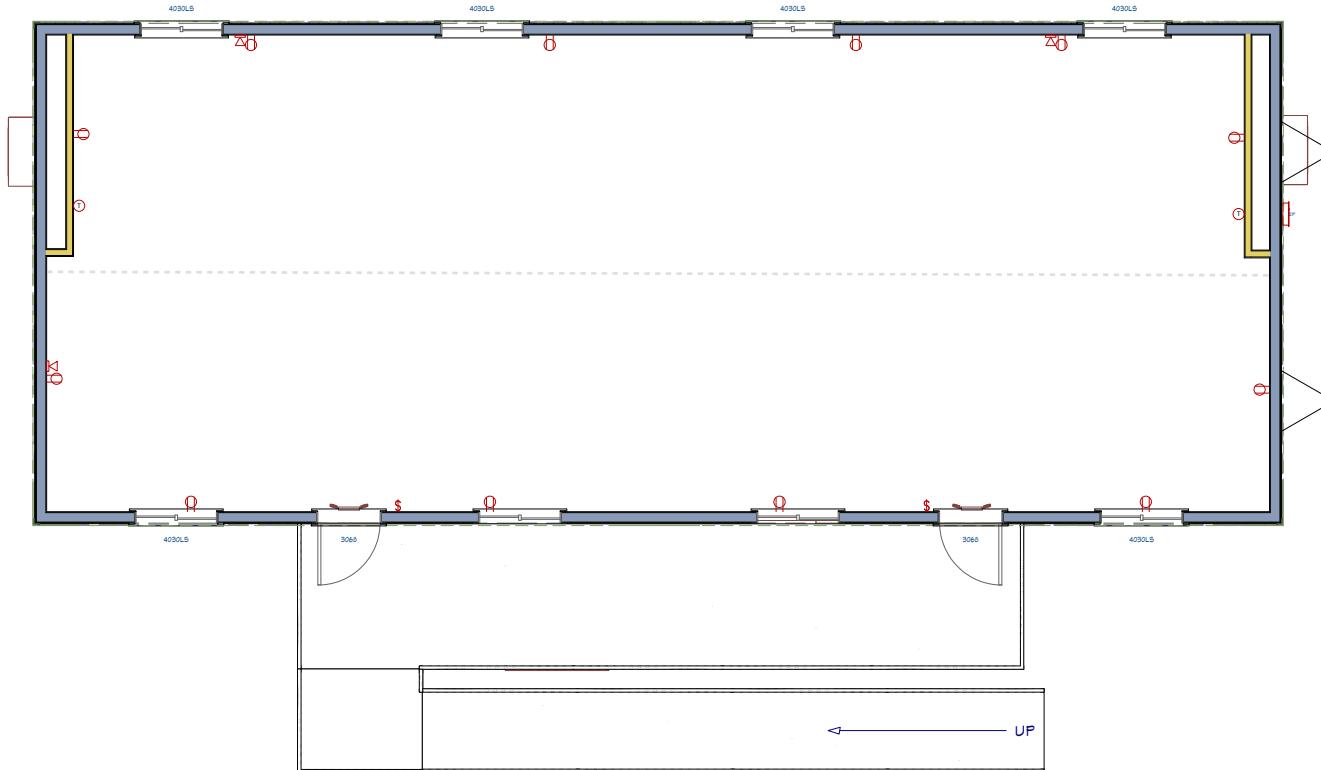
Authorized Representative Signature

Date

# 24' X 60' MANTECA DORM

## FEATURES

- Outrigger Chassis w/hitch
- VCT Flooring w/4" vinyl base
- Vinyl wrapped interior wall covering
- 8' suspended ceiling
- 2x4 troffer lights
- Endwall HVAC w/ducted supply Plenum wall ducted return
- White EPDM roof covering
- LP SmartPanel siding  
Custom colors
- 4040 Horizontal sliding windows
- 3068 Painted steel exterior doors  
w/closer, passage, and deadbolt
- Sprinklers above/below ceiling



### LEGEND

- EP Panel Box   
 L Porch Light   
 T Thermostat   
 P Duplex Outlet   
 S Light Switch   
 Perm. Interior wall   
 Temp. Interior wall   
K Empty data box

# Project Quotation: H28677

Date: 9/9/2024



## Exceptions / Clarifications:

- Prevailing wages included with certified payroll.
- Performance & payment bonds 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 includes 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 light hazard fire sprinkler system above & below ceiling only. Onsite installation, system hydrostatic testing, and connection to underground supply (POC @ 6" above grade at building).
- Fire sprinkler system does not include electrical wiring or alarms; any insulation or freeze protection; any underground supply, flushing, backflow valves, or fire dept connections; any water flow, plan check or permit fees.
- Modular building does not include fire ratings, or alarm system.
- Site improvements not included (fence, landscape, sidewalk, parking, lighting, etc.).
- Site survey or soils testing not included.
- Preparation of 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 electrical connections to modular building are not included. Any/all utility connection delays unrelated to Pacific Mobiles scope of work are not cause for delay of substantial completion or final payment. All payment is due and all warranties will begin upon substantial completion of Pacific Mobile scope of work.
- 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 aluminum ramping is included. Ramping quoted assumes a grade difference of 30" from door threshold to ramp entrance. 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.

## 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. and/or any subsidiary or affiliate, including Sustainable Modular Management, 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 thirty (30) 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 \$1.00 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.
    - 10.1.1 Notwithstanding the foregoing, if the project quotation does not specifically state "as is" then used units will include a 90-day limited warranty. The limited warranty includes major building components (roof, siding, structural issues, leaks) and HVAC parts and components.
  - 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 at the original delivery location.
    - 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 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 (siding, structural issues, leaks); 36-month limited warranty on roof; 12-month warranty on interior sheetrock repairs, light ballasts, door adjustments; and 60-month HVAC limited warranty. 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.
- 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; the subject building, or any of its components, equipment, or systems when damaged by the connection or operation of a generator; 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 endeavor to resolve their disputes by first discussing any such disputes in person and in good faith. If the Parties' direct discussions fail to resolve any and all issues, any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation or because of an alleged breach, default or misrepresentation in connection with any of its provisions, shall be resolved by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.
- 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 Information Form



## Billing Information:

All invoices will be e-mailed unless otherwise noted:

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

PO/ Contract #: \_\_\_\_\_

Tax Exempt?

## Reason for Doing Business with us?

## Site Information:

Delivery Address: \_\_\_\_\_  
\_\_\_\_\_

Site Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

Prevailing Wage?

Site Surface:

Site Slope:

Building Permit Obtained?

Building Permit Number:

Site Accessible for Delivery?

Explain:

## Additional Site Information:

## Title Transfer Information: (if Applicable)

Please include contact information for anyone having authority to sign official title transfer documents for your new/ used building purchase. If contracted, please provide the end user/owners information:

Signatory Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Situs Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Lienholder Name: \_\_\_\_\_

Lienholder Address: \_\_\_\_\_  
\_\_\_\_\_