

CITY OF CHICO - PURCHASE ORDER AGREEMENT

PACIFIC MOBILE STRUCTURES

Vendor

ANIMAL SHELTER MODULAR

Title of Services

001-348-7500

300-000-8800/50338-300-4800

Budget Account No.

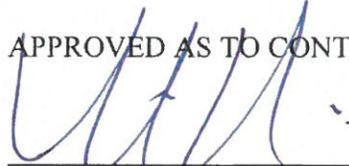
Page two of Purchase Order No. 138516, and Exhibits A-F.

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

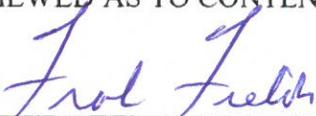
APPROVED AS TO CONTENT:



Michael O'Brien, Chief of Police

*Approved pursuant to The Charter of the
City of Chico § 906(D)

REVIEWED AS TO CONTENT:



Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human
Resources, Finance and Information Systems.

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EXHIBIT A

DESCRIPTION OF SERVICES

Delivery and set-up of 10x32 modular unit at the City of Chico Animal Shelter located at 2579 Fair Street, Chico, California.

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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

Vendor shall deliver and set-up 10x32 modular unit to the Chico Animal Shelter, 2579 Fair Street, Chico, California.

Set-up shall include setting modular at 30" above grade, including steel pier foundation material; supply and install seismic tie-downs; supply and install matching building skirt; and supply and install steel ADA ramp.

Completion Schedule

Vendor shall complete all services outlined herein within 120 days of receipt of the City's Notice to Proceed.

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EXHIBIT C

COMPENSATION

Compensation shall be based upon actual invoices received and shall be paid upon receipt. Total maximum compensation for the services outlined herein shall not exceed \$41,868.84.

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EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor/Vendor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor/Vendor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional

insureds with respect to any liability arising out of the activities of Consultant/Contractor/Vendor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor/Vendor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor/Vendor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor/Vendor and provided to City upon request.

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EXHIBIT E

INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend ~~(with counsel of City's choosing)~~, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with Vendor's use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Vendor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

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MD

Vendor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

Notwithstanding the above, Vendor's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) shall be limited to the extent caused by Vendor's negligent acts, errors or omissions.

This Section shall only apply if Vendor is a design professional as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701).

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EXHIBIT F

SPECIAL PROVISIONS

NONE.

Sales Agreement Date 5/18/2016
 Project Number 11356
 Delivery Date 7/28/2016
 Job #
 Customer PO #
 Customer #

SALES AGREEMENT



Customer: Chico Animal Shelter
 2579 Fair Street
 Chico, CA 95928
 Tracy Mohr
 Tel: 530-894-5630
 Email: tracy.mohr@chicoca.gov

Building Information:
 Make/Model: Silver Creek
 Industries, Inc
 Serial Number: TBD
 Size: 10x32

| DESCRIPTION | PURCHASE PRICE |
|-------------|----------------|
|-------------|----------------|

| | |
|--|---------------------|
| New Unit: 10x32 10 Add standard partitions - GSA Price List, Upgrade to newest codes - Open Market Item, Add second exterior door - Open Market Item | \$ 28,622.43 |
|--|---------------------|

| | |
|---|------------------|
| Delivery Delivered to: Tracy Mohr 530-894-5630 Chico Animal Shelter, 2579 Fair Street, Chico, CA 95928 | \$ 649.00 |
|---|------------------|

| | |
|---|--------------------|
| Setup Set building 30" above grade - GSA Price list, 10 Provide steel pier foundation material - Open Market Item, 6 Supply & install seismic tie-downs - GSA price list, 84 Supply & install matching building skirt - GSA price list, OSHA Aluminum - GSA Price List, Steel ADA Ramp - GSA Price List, Delivery & install ADA Ramp - GSA Price list | \$ 9,526.97 |
|---|--------------------|

| |
|-------------------|
| Additional |
|-------------------|

| |
|---|
| Summary of Project: Conditions: Customer site must be dried, compacted level and accessible by normal truck delivery. Extra costs for equipment or labor will be the Buyer's responsibility and will be handled by a change order. Warranty: New Building - 1 year Mfg. warranty - 2 year Pacific Mobile warranty - 3 year Roof limited warranty - 5 year HVAC limited warranty Exclusions Building permits & fees if required, utility connections, site improvements, phone-computer-security systems, fire sprinklers or fire-ratings. |
|---|

~~THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN BUYER AND SELLER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS AGREEMENT, Buyer and Seller certify that the additional terms and conditions printed on the other side of this agreement are agreed to as a part of this agreement, the same as if printed above the signatures.~~

| | |
|-------------------------------|---------------------|
| SubTotal | \$ 38,798.40 |
| Tax | \$ 2,736.44 |
| Estimated License Fees | \$ 334.00 |
| Total | \$ 41,868.84 |

Payment Terms Net 45 days - Per CMAS contract #4-10-56-0036A

 Authorized Representative Signature Date

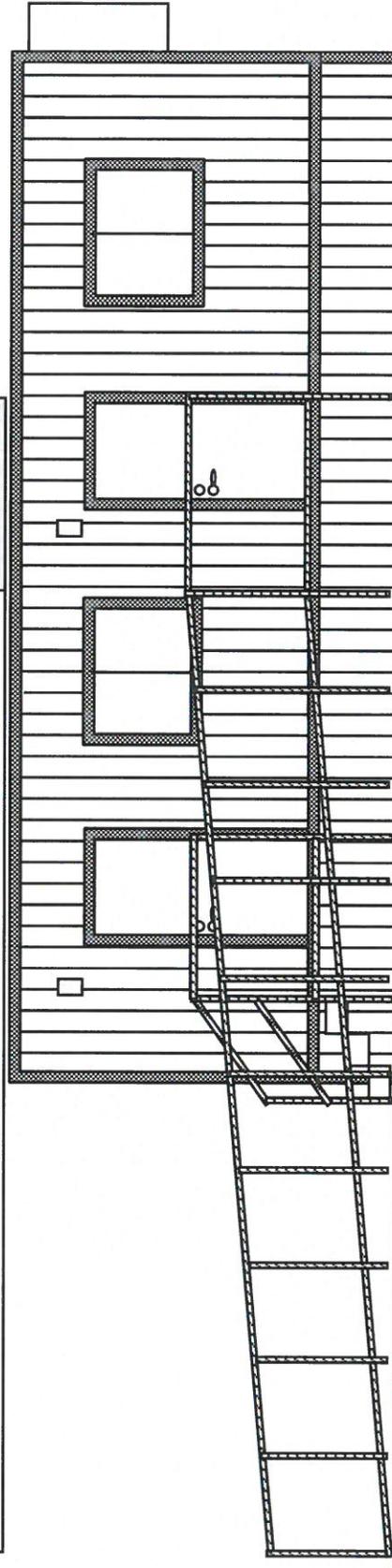
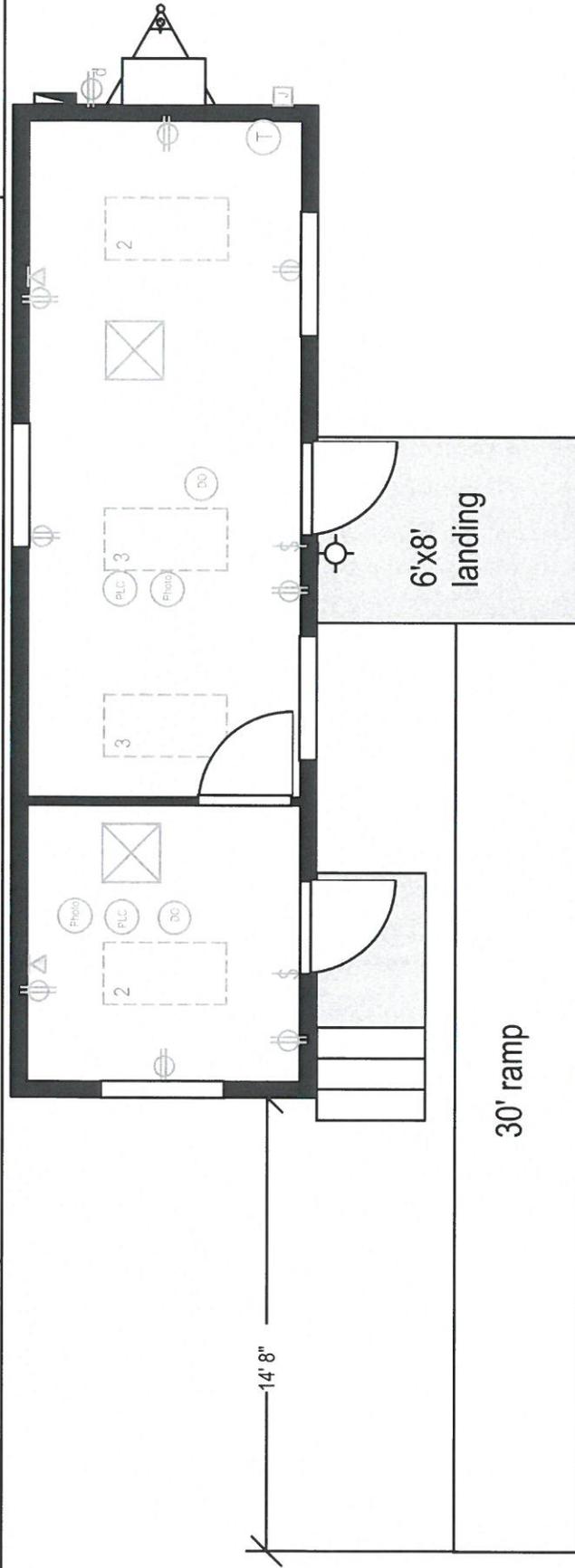
ADDITIONAL TERMS AND CONDITIONS

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 acknowledge the following terms and conditions have been reviewed and are also part of this Agreement.
2. **PAYMENT 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. **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 of 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.
4. **SITE CONDITIONS** Buyer/Owner 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/Owner's responsibility and will be addressed by change order.
5. **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 delivery, a pro-rated monthly storage fee at a rate of \$0.20 per square foot of each floor will be assessed. If space is unavailable, Buyer must either transport to an alternative site or Seller will do so unilaterally and pass the expense to Buyer.
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 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/Owner shall be responsible for obtaining and maintaining its own liability and property insurance. Seller/Contractor agrees to defend, indemnify and hold harmless Buyer/Owner 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/Owner agrees to defend, indemnify and hold harmless Seller/Contractor and its Sub-contractors from claims for bodily injury and property damage caused by the negligence of Buyer/Owner and its agents. Buyer/Owner and Seller/Contractor waive all non-trustee rights against each other for damages caused by risks covered by insurance.
10. **WARRANTIES** 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.
11. **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.
12. **ATTORNEY FEES; COLLECTION FEES; LIMITATION OF LIABILITY** Seller/Contractor is entitled to recover reasonable pre-judgment and post judgment interest and other collection expenses, including attorney fees, incurred if Buyer/Owner defaults on payments. Except for collection, arbitration or litigation actions, remedies shall be limited to direct out of pocket costs, unless noted otherwise herein.
13. **SAFETY** Buyer/Owner 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/Owner shall be solely liable and responsible for any safety violation or deficiency.
14. **GENERAL** This Agreement: (a) contains the entire Agreement between the parties and supersedes any and all other documents or information exchanged; (b) shall not be assigned or transferred in any manner without the prior written consent of the other party; (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 and delivered via facsimile or other electronic means, with the same effect as the original.

UNIT # NEW

10' x 32' OFFICE BUILDING

DATE: 5/18/16
DRAWN BY: Stuart



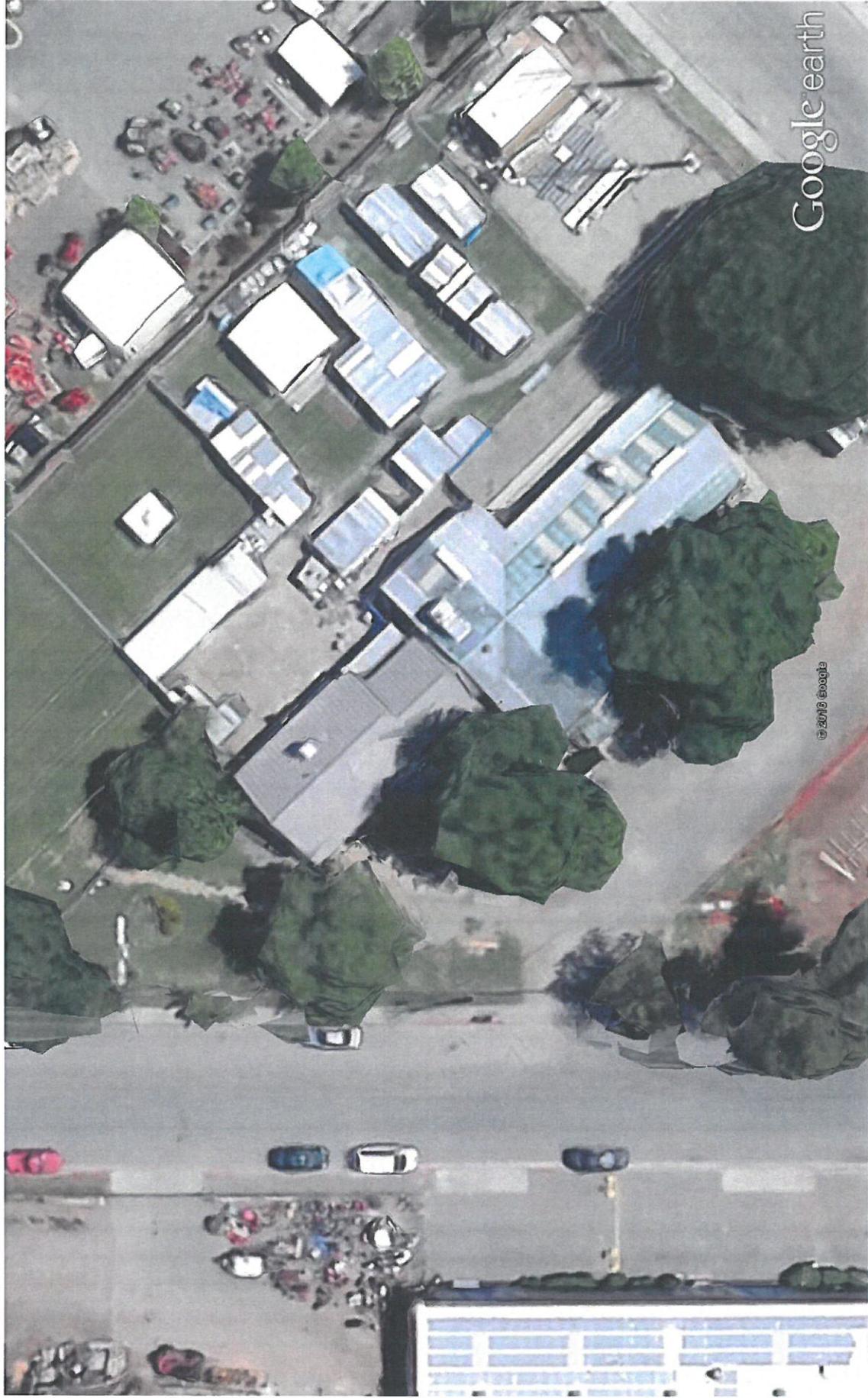
SPECIAL & STANDARD FEATURES - TITLE 24 ENERGY & CEC CLIMATE ZONE 14 COMPLI

- ~ .045 EPDM roof w/Densdeck (Shed style-single slope)
- ~ 8' Suspended T-grid ceiling w/recessed 2'x4' lights (dimmable ballasts), & film faced fiberglass ceiling tile (#2910)
- ~ Duratemp exterior siding 8" O.C.
- ~ Endwall HVAC 2 Ton HVAC (HP), R410a, 4 kw heat strip, CRV, w/prog. t-stat (manual change over)
- ~ 48' x 36" windows - horiz. slide, dual pane, & Low E
- ~ 120/240v, single phase, (4-wire connection)

LEGEND

- 2' x 4' dimmable recessed light (2) = 2 Tube (3) = 3 Tube
- 125 amp panel box
- 2"x4" j-box for future data/comm (stubbied to ceiling)
- T-stat
- porch light
- dedicated duplex elec. outlet
- duplex elec. outlet
- light switch
- supply air grill
- ceiling mounted dual occupancy/motion sensor
- lighting dimming control (attic)
- plug load controls (attic)

This drawing is the property of Pacific Mobile Structures, Inc. and may not be duplicated without prior approval.



Google earth

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Google earth

feet

meters

200

60

