

This proposal is valid for 10 calendar days

modular project PROPOSAL

Sept 12, 2024

BOXX Project: Q-76210



Waller County Waller County-complex

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027

Hempstead, TX

BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com





August 23, 2024

Danny Rothe
Waller County
836 Austin Street, Construction Trailer on Wilkins St.
Hempstead, Texas 77445

RE: Modular project in Hempstead, TX

Dear Danny,

We are pleased to have the opportunity to submit this proposal which has been carefully tailored to address your individual space requirements.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 2010. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Proposal Contents (attached):

- Price Detail
- Floor Plan
- Specifications
- Delineation of Responsibilities
- Terms & Exclusions
- Site Requirements
- Estimated Project Schedule
- Proposal Acceptance
- Credit Application

It is our goal to meet your specific needs, so please be certain to thoroughly review each attachment included in this proposal to ensure you completely understand the pricing, product, and service we are proposing.

Please do not hesitate to contact me for answers to any questions or concerns you may have regarding our proposed solution. It would be our pleasure to partner with you on this important project. Thank you for your consideration.

Sincerely,
Robin Cummings
ASM

Sale Price Detail

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BASE PRICE

Scope of Work Description

Deliver, Set up & skirting for 4 units
2-24 x 60 office units
1-36x56 office unit
1-48x56 office unit

Amount (usd)

\$114,958.00
\$256,830.00
\$172,998.00
\$213,340.00

***Base Price Total:** **\$758,126**

OPTIONS

Initials = Selected

Option Description

N/A

Amount (usd)

PROJECT DESCRIPTION DETAIL

- Deliver 2 – 24 x 64 office units, 1- 36 x 56 office unit, 1- 48 x 56 office unit
- Set up all to approx. 32 “- 36” Finished Floor Height to include: block, level and anchor & lag together.
- Skirt all with matching metal



BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

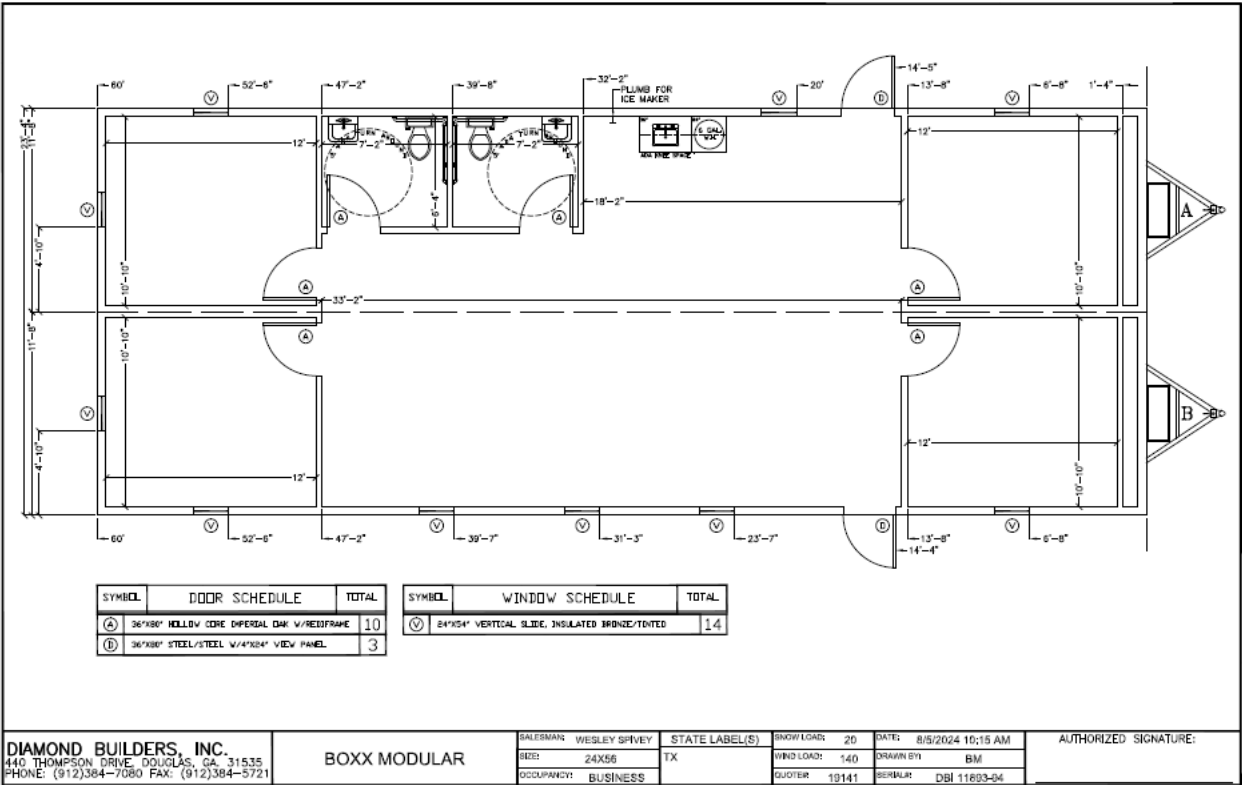
Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

Initials: _____

BOXX
MODULAR
www.BOXXModular.com

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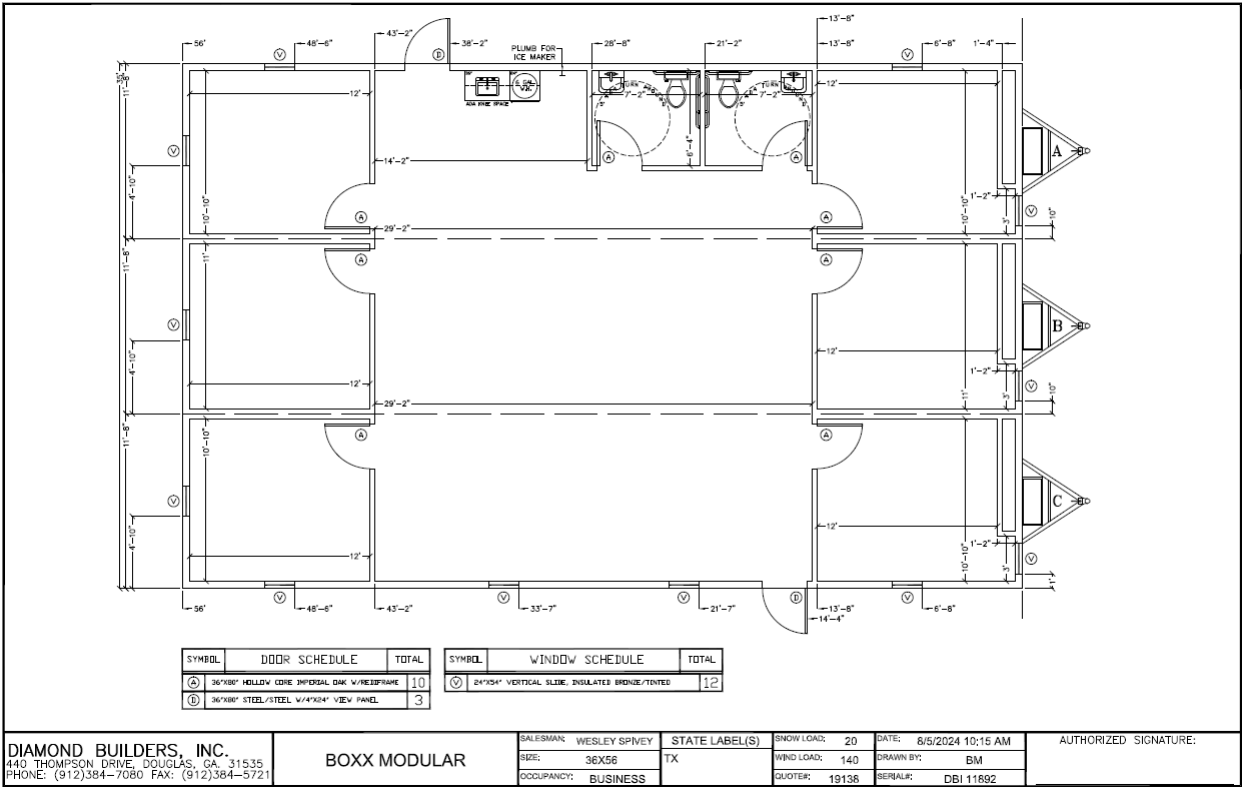
modular project
Floor Plan



Initials: _____

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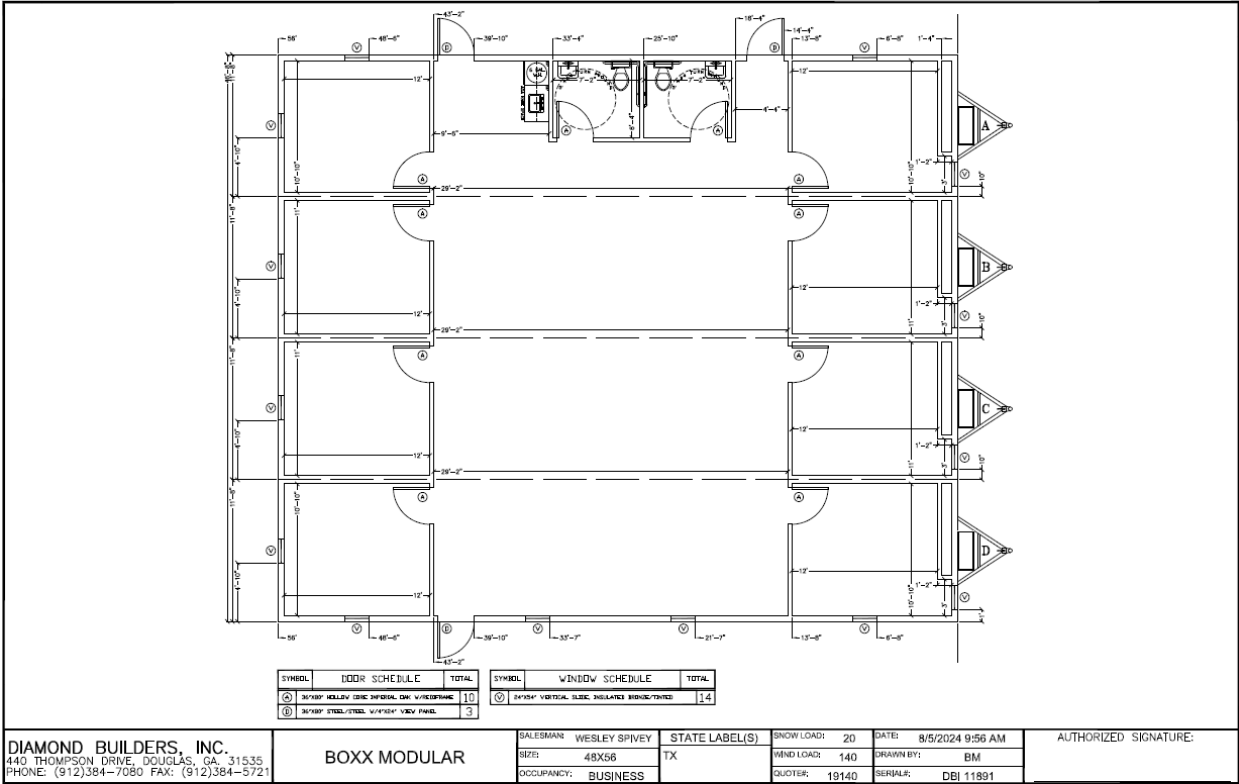
modular project
Floor Plan



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modular project
Floor Plan



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Specifications

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	24 x 60	TX	Modular Office

SPECIFICATIONS

See attached

Initials: _____

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SPECIFICATIONS

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NEW	24 x 60	TX	Modular Office

SPECIFICATIONS

See attached

Initials: _____

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modular project

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting		X	
		Portable Toilets		X	
		Temporary Water & Power		X	
	1502	Site Cleanup/Dumpster		X	
	1700	Closeout/Acceptance	X		
	1900	Miscellaneous			
		Taxes			X
		Prevailing Wage Scale (Davis-Bacon)	X		
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Building (including modular seam crossover piping in ceiling)		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading			X
		Seeding			X
		Restoration			X
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations			X
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)			X
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood) NO PE STAMPED DRAWINGS PROVIDED BY CUSTOMER			X
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring	X		
	9680	Roll Goods vinyl flooring	X		

Initials: _____

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Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards			X
	10425	Signage/Braille			X
	10520	Fire Extinguishers			X
	10532	Awnings			X
	10800	Toilet Accessories			X
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers			X
		Dry-Stack Block piers On ABS Pads	X		
		Surface Bond Dry Stack			X
	13123	Set-up			
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Metal Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Canopies over landings/decks			X
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells			X
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: _____

modular project Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (unless otherwise stated)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
X	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

Initials: _____

modular project Site Requirements

Site Requirements

<i>X = Applicable</i>	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
X	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

“Pricing is subject to change based on Site Inspection by BOXX for access and staging.”

Initials: _____

This proposal is valid for 10 calendar days

TIMELINE

Estimated Completion

1-10 days

3-4 months

Milestone Description

Proposal acceptance, contract executed, deposit received

Buildings delivered, project substantially completed

SCHEDULE NOTES

Additional Information



BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

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Proposal Acceptance

This proposal is valid for 10 calendar days due to rapid and unpredictable cost increases.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions,
along with timely receipt of any contractually required down payment.

Waller County

Sept 12, 2024

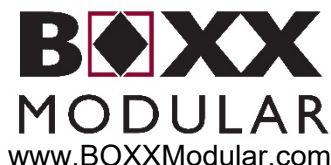
Signature

Print Name

Acceptance Date

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!



BOXX MODULAR

APPLICATION FOR CREDIT

A

Legal Name of Company/Organization _____

Street Address _____

Suite _____

City, State, ZIP _____

Phone _____

Fax _____

Email _____

DUNS # _____

Federal ID/Social Security Number _____

Company Owner's Name _____

B☐ Sole Proprietorship☐ Corporation☐ S Corporation☐ LLC☐ Partnership☐ Non-profit☐ Other _____

State Registered: _____ Year: _____

C**State Sales/Use tax:** Taxable ☐ Exempt ☐ (Exemption Certificate must be attached)**PO Required?** Yes ☐ No ☐ (If Yes, attach PO Terms and Conditions)

Billing information (if different from above)

Mailing address _____

Contact Name (Accounts Payable) _____

Suite/Box _____

Email (Accounts Payable) _____

City, State, ZIP _____

Phone (Accounts Payable) _____

D**Intended use for modular(s):** _____ **Property Owner Name:** _____**Property Ownership:** The project location is ☐ Leased / ☐ Rented ☐ Applicant Owned
Landlord Waiver (if Leased / Rented): ☐ Need A Copy ☐ Executed & Attached**Property Address:** _____**E****To help us process your credit approval more quickly please provide the following information with your application:**Financing Project w/bank? Yes ☐ No ☐ # of Employees: _____Has loan closed? Yes ☐ No ☐ N/A ☐ ACH Pmts: Yes ☐ No ☐ Bank Statements – Last 3 months**F****Bank References:****NOTE: PHONE, FAX NUMBERS OR EMAILS ARE REQUIRED!****Bank:** **Name:** _____ **Acct. #:** _____**Tel:** _____ **Email/Fax:** _____ **Contact:** _____**G**

1. Notice: BOXX Modular Inc. (or any of its affiliates) may obtain credit information, in the form of credit reports or other, relating to the applicant, as the case may be upon processing the initial application, at the time of any renewal or extension of credit, or when deemed appropriate to evaluate the applicant's financial situation. In signing this application, the applicant, its directors, and officers, who did sign below declare and warrant that he/she/they is/are the age of majority and expressly consent to the collection, use, sharing and disclosure of its information by BOXX Modular Inc. (or any of its affiliates) for the above stated purposes.
2. BOXX Modular Inc. reserves the right, at any time, to withhold, cancel or modify credit privileges and terms, including the rate of interest at their discretion.

Authorization Signature: _____ Date: _____

Printed Title and Name: _____

**Credit cannot be granted without a signature acknowledging credit terms.*

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