



Staff Report

Date: May 24, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

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Subject: **Award Building Procurement and Installation Contract in the amount of \$153,223 to Public Restroom Company for Ellis Lake Park Restroom Building, Project No. 2351. (Measure Q Funds)**

The project consists of the installation of one restroom facility, and is categorically exempt from CEQA per CEQA Guidelines Section 15303 – New Construction or Conversion of Small Structures.

Report in Brief

The Ellis Lake Park Restroom Building Capital Improvement Program (CIP) project (Project No. 2351) includes the installation of a pre-fabricated restroom building at Ellis Lake Park, between the Keller House and the Monument First 5 building. The restroom building will be designed with four individual stalls, including one family bathroom stall and one stall accessible to people with disabilities (Attachment 1). The project will be comprised of two construction contracts, one for the procurement and installation of the restroom building and a second contract to conduct site preparation, utility installations and additional site improvements such as walkways around the building and connecting to the existing walkway in the park and fencing along Clayton Road.

To facilitate a quicker building design and selection process, staff chose three vendors that sell pre-fabricated buildings through a mass procurement contract that streamlines the bid process and offers discounted pricing. Public Restroom Company of Minden, Nevada (PRC) submitted the most suitable design and was the least costly proposal to fabricate, deliver and install the restroom building at Ellis Lake Park, in the amount of

\$153,223. The delivery of the restroom building is anticipated within 120 days of contract execution, which was similar in timeline to the other vendors.

Staff will solicit bids for the preparatory site work in May 2016 and will request City Council approval of the site work contract after bids for that phase of the project are received.

Recommended Action

Staff recommends that the City Council (a) find the project categorically exempt from CEQA per CEQA Guidelines Section 15303 - New Construction or Conversion of Small Structures, and (b) award the building procurement and installation contract in the amount of \$153,223 to Public Restroom Company of Minden, Nevada for the Ellis Lake Park Restroom Building project (Project No. 2351); and authorize the City Manager to execute the contract.

Background

The Ellis Lake Park Restroom Building project (Project No. 2351) was approved by the City Council with the adoption of the Fiscal Year 2015-2016 CIP Budget. The project was developed in response to the Monument Community Park Assessment Committee; and was identified as the Committee's highest priority project. The project will include the installation of a pre-fabricated restroom building with four individual stalls, including one family bathroom stall and one stall accessible to people with disabilities, an ADA-compliant drinking fountain, walkways and fencing along Clayton Road (Attachment 2).

Project No. 2351 includes both the procurement and installation of the restroom building as well as required site improvements. The site improvements include site and building pad preparation, bringing utilities to the building pad, installation of walkways around the perimeter of the building and connecting to the existing pathways, and installation of fencing along Clayton Road. The site improvements are currently under design and will be awarded by the City Council under a separate contract, which is expected in late June 2016.

In addition to the installation of the new public bathroom, the City Council has authorized the expansion and renovation of the nearby playground area and additional pathway lighting within Ellis Lake Park. These improvements are still in the design phase as staff consults with community members, but are expected to be installed in the fall of this year.

Analysis

Staff worked through First 5 Contra Costa and the Central County Leadership Group to better understand community desires and concerns in designing the bathroom building and site improvements. Staff also made presentations and requested feedback and concurrence of design direction from the Park, Recreation and Open Space Commission and the Recreation, Cultural Affairs and Community Services Committee.

Procurement Process

Proposals were requested from three pre-manufactured building vendors to procure and install the restroom building at Ellis Lake Park.

Staff received proposals from CXT of Spokane Valley, Washington, Public Restroom Company of Minden, Nevada, and Romtec of Roseburg, Oregon. The three proposals were evaluated with consideration of community needs, functionality of layout, compatibility of the building with adjacent structures (Keller House and Monument First 5 Center), cost, ease of maintenance, security features, and warranty provisions. The proposal from Public Restroom Company (PRC) was selected as it provided the best layout, was able to fit contextually on the site, provided the best warranty (5 years – general/20 years – structural), and met the remaining selection criteria (Attachment 3).

PRC is affiliated with BuyBoard, a national procurement cooperative that offers a streamlined bid process and discounted pricing. PRC has installed restrooms under this agreement in Placentia and Riverside, California. PRC also provided a similar prefabricated restroom as a subcontractor at the Meadow Homes Spray Park that was completed several years ago.

CEQA¹

The project consists of the installation of one small restroom facility of approximately 400 sq. feet at a public park and is categorically exempt from CEQA per CEQA Guidelines Section 15303 - New Construction or Conversion of Small Structures. A Notice of Exemption was filed with the County Clerk's office on April 29, 2016.

Financial Impact

The budget for the overall project is \$365,000 and is funded with Measure Q Capital Improvement funds. There are sufficient funds in the project for the bathroom building procurement contract. Based on current budgetary estimates, it is likely that some additional funds may be needed to complete the project, including the site preparation, utility installation and site improvements, construction management, administration and contingencies. Should additional funds be needed, staff will request the additional allocation at the time of award of the site improvement contract.

Public Contact

The City Council Agenda was posted. Staff attended a meeting with First 5 Contra Costa and the Central County Regional Group on January 13, 2016, and presented this item to the Parks, Recreation and Open Space Commission on January 20, 2016, and the Recreation, Cultural Affairs and Community Services Committee on January 25, 2016.

¹ California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq. as amended ("CEQA") and the CEQA Guidelines at Title 14, Chapter 3 of the California Code of Regulations as amended ("CEQA Guidelines").

Attachments

1. Picture of Restroom
2. Location Map
3. Final Proposal from Public Restroom Company



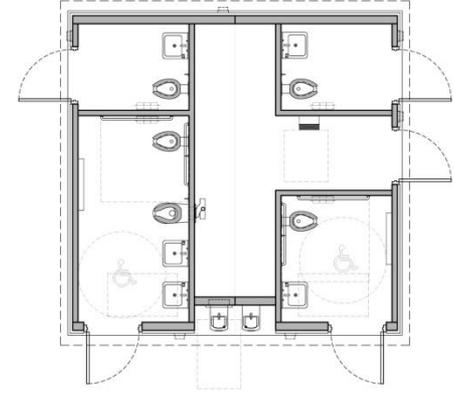
**PUBLIC
RESTROOM
COMPANY**

Building Better Places To Go.™

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423

P: 888-888-2060
F: 888-888-1448

ELLIS LAKE PARK
CONCORD, CA
RESTROOM BUILDING

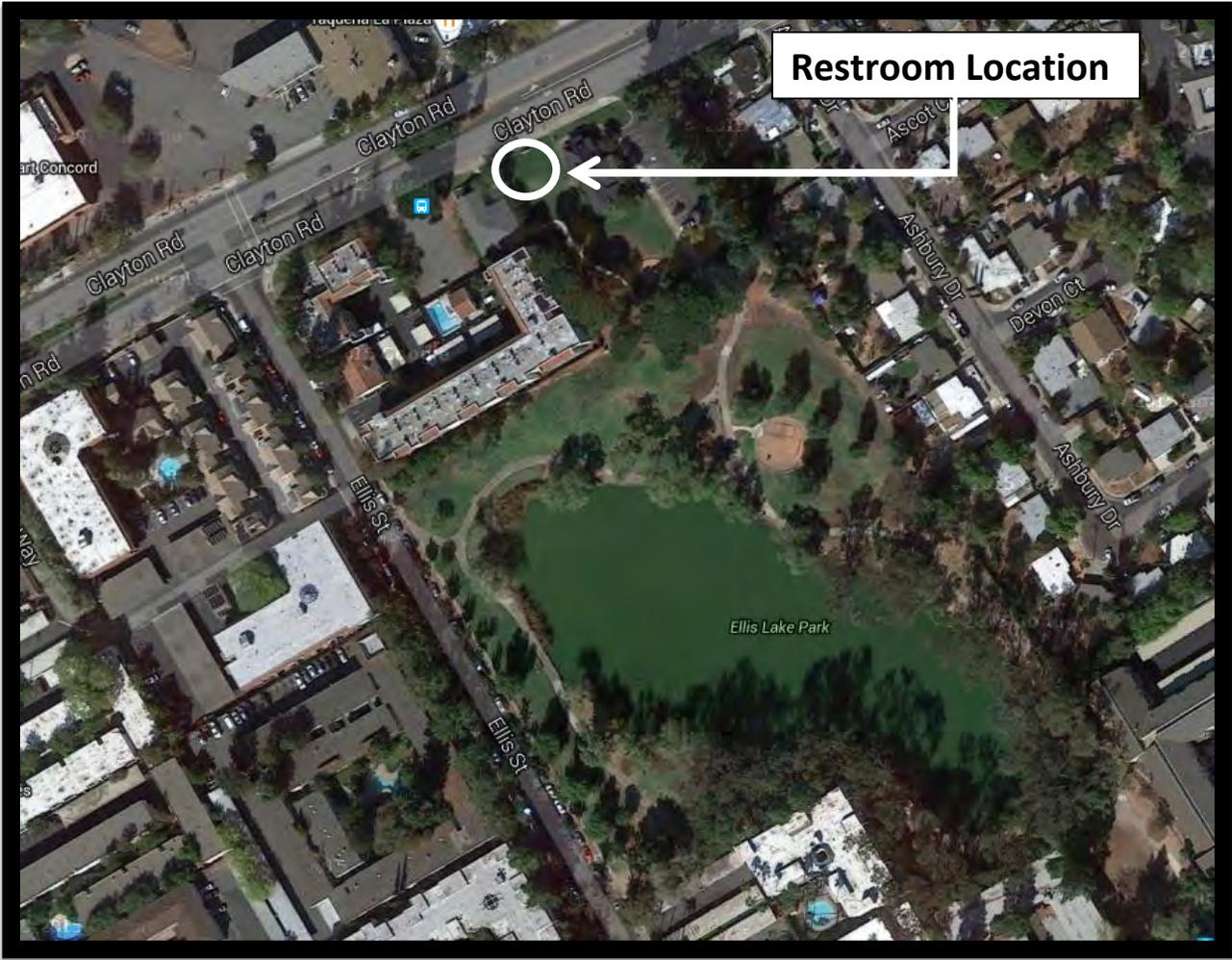


FLOOR PLAN

SCALE: NOT TO SCALE



ARTIST IMPRESSION:
ENTOURAGE AND 3D RENDERING ARE ONLY
FOR REPRESENTATION. COLORS AND MATERIALS
ARE SUBJECT TO CHANGE



LOCATION MAP
PROJECT NO. 2351
ELLIS LAKE PARK RESTROOM BUILDING
NO SCALE



Final Proposal for: Ellis Lake Park - Concord, CA

Project # 9680-3/29/2106-3-A

Date: April 27, 2016

PRC offers to *furnish and install turn-key* a public restroom building with gable roof structure and composite shingle roof, Fiber Reinforced Cement board lap siding, storage for restroom supplies, accessible Hi-Lo drinking fountain with bottle filler, stainless steel restroom fixtures with a vitreous china children's toilet in the family restroom, two baby changing stations, dark sky compliant exterior lights, with 8 red exterior LED vandal resistant lights tied to the motion sensors inside each restroom mounted 4 each on the roof at the gable ends, and other low vandalism commercial grade fixtures and finishes. We offer to construct off-site, deliver, and turn-key install the building on-site (*with the exception of anti-graffiti coatings that would be installed by the GC in the field, and be the responsibility of the city*) subject to any exceptions noted in our "Scope of Work" herein.

Cost for Restroom and Storage Building turn-key installed: \$154,313*

*** The City of Concord agrees to purchase and ship to PRC at their expense the custom mortise locks used by Schlage, and PRC will install and ship them with the building.**

Executive Summary: Public Restroom Company (PRC) is pleased to provide the City of Concord with this proposal with a prefabricated building "per your plans and specifications" as referenced above. We have provided you a bid that has superior fixtures and materials of construction than you get with site built construction, pre-engineered kits, or other prefabricated buildings, and back that up with an industry best 5 & 20 year warranty. We can do all this for you and at a lower cost because - we buy fixtures and construction materials direct from the manufacturers, and build our buildings in a factory.

The building has been designed in compliance with all ADA, IBC, California Building Codes, California Green Building Codes, and we carry \$2M in Errors and Omissions insurance. All work performed on site will comply with the City of Concord prevailing wage requirements.

Public Restroom Company is the qualitative standard in prefabricated public restrooms and related buildings. We have designed and manufactured these buildings for more than 40 years, and deployed thousands of buildings in hundreds of cities across America. We provide our customers with better designs, higher quality materials and fixtures, and restrooms that are odor free for life.

OWNER SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Owner Scope of Work Background:

Owner shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for

electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner.
5. If unseen obstacles are present when site installation begins, it is the Owner's responsibility to properly mark them and verbally notify PRC before installation.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution:

If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the

front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner shall sign the change order before we will continue delivery.

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner is responsible for flushing all water service lines before final connection.
2. The **Owner** is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities Under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree in the excavated trench (excavation by general to the proper depth per local code) into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing..

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The General brings utility services to within 6' of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them. The time of completion is listed on the final quotation sheet.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the owner has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Traffic control requirements are coordinated by the Owner.
2. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
3. Sidewalks outside the building footprint.
4. Survey, excavation, and installation of the building pad and footings (if required) per our attached plans.
5. Soil conditions not suitable for bearing 1500 psf.
6. Improper water pressure, an undersized meter, or improper water flow to the building.
7. Building chlorination is by owner.
8. Bonds, building permits, site survey, special inspection fees, minor trash removal, final utility connections, minor plumbing leaks if water is not available when building site work installation is complete, site soils or improvements if damaged during installation, landscaping.
9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to you.

10. The Owner shall be responsible for minor site debris removal or a location for placement on site (nominally one pickup truck of shipping materials).

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the owner as additional insured during this period.

PRC provides the Owner a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

PUBLIC RESTROOM COMPANY (Company) herein warrants that all work under this contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or repair, without cost to the Owner, all work found to be improper or imperfect, upon proper notice to the address stated below. Our Warranty is valid for 5 years from date of acceptance but shall be extended to 20 years for structural failure.

Our extended warranties shall have no effect on any required Performance and Payment Bonds whose Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

Our warranty is enforceable only if all work performed by Company has been fully paid, including change orders, if applicable. Company has no responsibility for vandalism, neglect, abuse, or improper maintenance of the final completed building.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend

beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of PRC.

Updated Budgetary Proposal for: Ellis Lake Park - Concord, CA

Project # 9680-3/29/2106-3-A

Date: April 27, 2016

**Offered by: Public Restroom Company by _____
Charles E. Kaufman, President**

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date

Printed Name

Legal Entity Name and Address