



## Staff Report

**Date:** June 28, 2016

**To:** City Council

**From:** Valerie J. Barone, City Manager

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

**Prepared by:** Mark Migliore, Associate Civil Engineer  
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925 671-3422

**Subject:** **Considering Award of Professional Services Agreement for Building Procurement and Installation in the Amount of \$310,485 to Public Restroom Company for Willow Pass Park Restroom & Concession Facility Replacement – Field #1, Project No. 2334 (General Fund)**

**The project is categorically exempt from further environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15302 – Replacement or Reconstruction.**

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### Report in Brief

The Willow Pass Park Restroom & Concession Facility Replacement – Field #1 Capital Improvement Program (CIP) project includes the replacement of the existing combination restroom/concession stand facility at Willow Pass Park near Field #1. The restroom portion of the building will include five individual stalls, including one stall accessible to persons with disabilities. The remainder of the building includes a concession stand, a storage room and utility corridor. The project will be comprised of two contracts, one Professional Services Agreement for the procurement and installation of the building, and a second construction contract to include site preparation, utility installation, and additional site improvements such as concrete walkways around the building and miscellaneous Americans with Disability Act (ADA)-related improvements.

To facilitate a quicker building design and selection process, staff requested proposals from 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 to meet the City's needs. The PRC proposal was also the least costly to fabricate, deliver, and install the prefabricated combination restroom/concession stand building for Willow Pass Park in the amount of \$310,485. The delivery of the combination restroom/concession building is estimated at 120 days after contract execution, a similar timeline to the other vendors.

The design of the site improvements is nearly complete and staff anticipates bid solicitation for the site improvement contract in July 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 award the Professional Services Agreement for building procurement and installation in the amount of \$310,485 for the Willow Pass Park Restroom & Concession Facility Replacement – Field #1 (Project No. 2334); and authorize the City Manager to execute the contract in a form acceptable to the City Attorney.

### **Background**

The Willow Pass Park Restroom & Concession Facility Replacement – Field #1 project (Project No. 2334) was approved by the City Council on January 27, 2015, amending the FY 14-15 Municipal Budget. The project consists of the replacement of an existing combination restroom/concession stand via installation of an approximately 800 square foot prefabricated restroom/concession stand building, ADA-compliant drinking fountain and associated site improvements. The building will be located next to Bundy Field at Willow Pass Park as shown on Attachment 1.

The restroom includes five individual stalls, including one stall accessible to persons with disabilities, as well as a new concession stand, a storage area, and a central utility corridor. A conceptual image showing the design elements of the new building is shown on Attachment 2.

This project includes both procurement and installation of the building as well as the associated site improvements. The associated site improvements will come forward to Council under a separate contract in the Fall of 2016. The site improvements include site and building pad preparation, bringing utilities to the pad, installation of concrete walkways around the perimeter of the building and to the parking lot, installation of an accessible ramp and striping for required ADA-complaint parking spaces. Attachment 3 provides a picture of a similar facility (painted and split face block exterior). Please note that the picture is not representative of the colors that will be selected for the new building. Those choices will be made by City staff (Engineering/Public Works/Parks and Recreation), in colors to match existing as close as feasible, after the project is awarded by the City Council.

### **Procurement Process**

Concord Municipal Code Section 3.10.080(3) allows for purchasing through cooperative purchase contracts. Staff requested proposals from three vendors to procure and install the building at Willow Pass Park: CXT of Spokane Valley, Washington, Public Restroom Company of Minden, Nevada, and Romtec of Roseburg, Oregon. The three proposals were evaluated for cost, functionality of layout for both the restroom and concession areas, ease of maintenance, security, and warranty provisions. The proposal from CXT Company was eliminated as its layout was not functionally acceptable in the concession area and could not be modified to meet the City's needs. The proposal from Romtec was eliminated based on its only having a 1-year warranty and a much higher cost (over \$30,000 difference). 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 4).

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

At the Council Meeting on May 24, 2016, the Council requested that staff inquire as to the potential for a multi-purchase discount. Staff contacted PRC regarding this potential as the City is also purchasing a prefabricated restroom building for Ellis Lake Park from PRC, and may soon replace the other restroom/concession building at Willow Pass Park. The manufacturer responded that the pricing for the Willow Pass Park building already included a discount of \$12,500 and that no additional multi-purchase discount is available. The only additional discount available would be to pre-pay for the building, which would yield a discount of 2%. Staff does not recommend such a pre-payment based on the scope of services required to manufacture, deliver and install the building in relation to a discount of approximately \$6,200. Prepayment in this instance would limit staff's recourse with the vendor regarding any potential deficiencies observed upon delivery of the building.

### **Environmental Review**

The project consists of the replacement of a combination restroom facility/concession stand (total area of approximately 800 square feet) and is categorically exempt from further environmental review pursuant to the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15302 -- Replacement or Reconstruction. A Notice of Exemption will be prepared and filed with the County Clerk's office if the City Council approves the action.

### **Financial Impact**

The current budget for this project is \$425,000 which consists of General funds. The building cost is substantially higher than the Engineer's estimate due to the specialized nature of the concession stand requirements, the need for a larger sized building footprint than was originally estimated, and the higher cost of relocating the existing utilities. The initial estimate for the building procurement was approximately \$225,000, based on initial vendor contacts. The size and layout of the building was modified to better address user needs. Additional electrical outlets, concession area air-conditioning unit, air-curtain at the concession doorway, water bottle filler and automatic locks were also added to the building.

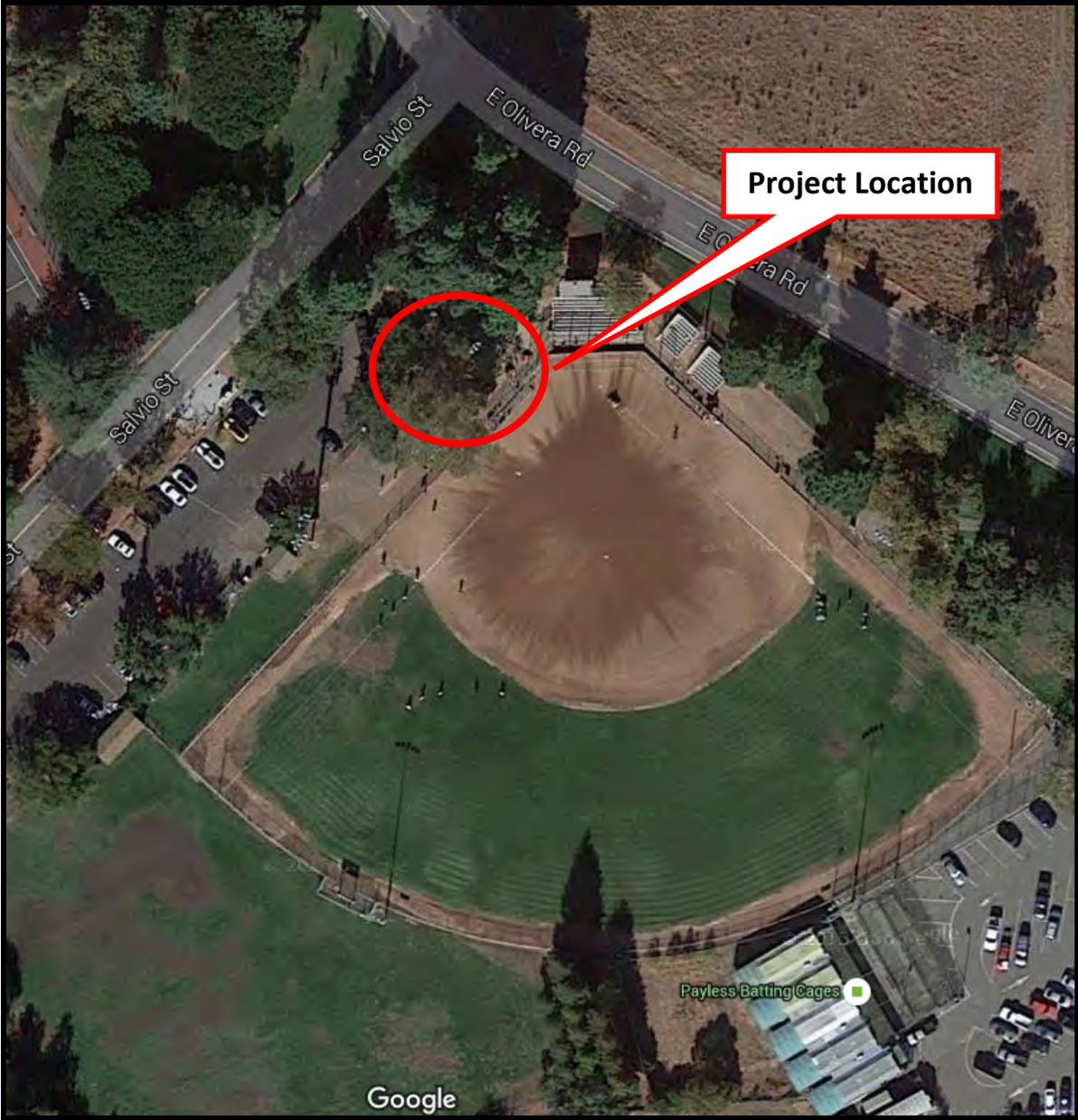
There are sufficient funds in the project for this contract to purchase and install the pre-fabricated restroom concession building. Additional funds are needed to complete the project, including the site preparation, utility installation and site improvements, construction management, administration and contingencies. The additional funds are included in the recommendations for the Fiscal Years 2016-17 and 2017-18 Capital Budget. The adoption of the Fiscal Years 2016-17 and 2017-18 Capital Budget is a separate action for Council consideration on the June 28<sup>th</sup> Council meeting.

### **Public Contact**

The City Council Agenda was posted.

### **Attachments**

1. Location Map
2. Photo of New Building
3. Representative picture of similar facility
4. Proposal and letter from Public Restroom Company
5. Professional Services Agreement with Public Restroom Company



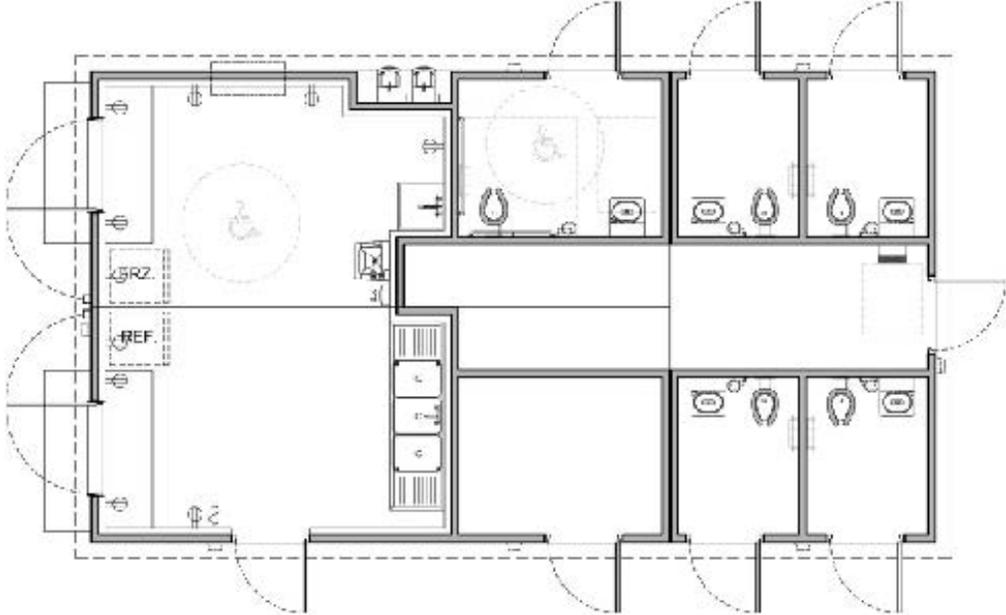
**LOCATION MAP**

**Willow Pass Park Restroom and Concession Building**

**Project No. 2334**



**CONCEPTUAL PICTURE**



**FLOORPLAN**



**REPRESENTATIVE PICTURE OF SIMILAR FACILITY**



**Budgetary Proposal for: Willow Pass Park - Concord, CA**  
**Project # 9881-3/31/2016-1**  
**Date: April 22, 2016**

PRC offers to ***furnish and install turn-key*** a public restroom, concession, and storage building with a gable roof structure and standing seam metal roof, accessible Hi-Lo drinking fountain with bottle filler, stainless steel restroom fixtures, and other medium vandalism commercial grade fixtures and finishes. This includes a conditioned concession space with tile floors, PVC paneled walls, floor sink, three compartment stainless steel sink, vitreous china hand sink, and the other plumbing and electrical that will meet health code requirements for warm food / open food (not open cooking) in California. 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.

**Additional specifications:**

- The concession building per your request is 15’ deep. Complete construction drawings will be provided after we go to contract, and go through the submittal process for colors, utilities, and plans. The preliminary plans provided are nominal, and to code.
- Painting of the structure is included, and comes with two coats of block filler and two coats of heavy duty paint.
- Floor drains are in each restroom, and will be shown in the construction drawings. There are two floor sinks in the concession that will also be shown on the CD’s.
- The roof material is 26 gage standing seam metal.
- The lighting controls are motion sensor in the restrooms, switched in the concession, storage, and utility chase, and an astronomic time of day clock for exterior lights.
- Utility locations are to be terminated 6’ outside of the building by the city / GC, and will be coordinated with you during the submittal process.
- We have attached a cut sheet for the AC unit for details.
- The air curtain is required, and has been included over the concession doorway. A screen door is not code, and was not included.
- The shutter windows for the concession are made of the same material as the other heavy duty 14 gauge doors; are on a continuous aluminum hinge, swing open 180 degrees, and locks open and closed with a dead bolt. It also acts as a menu board, and is very secure. It is the same type of dead bolt as is on the doors, and is not accessible to vandalism when closed.
- Three electrical outlets in the concession area have been added per your request, and are show in the drawings.
- Current delivery time is 120 to 150 days from purchase order to installation.

**Cost for Restroom and Storage Building turn-key installed: \$310,485\***

***\*The design and price for this building is contingent on the City providing a detailed list of equipment to be used along with dimensions in the concession area that we requested, but did not receive prior to this proposal.***

**Executive Summary:** Public Restroom Company (PRC) is pleased to provide you 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. 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



**AGREEMENT FOR PROFESSIONAL SERVICES**

1 THIS AGREEMENT (“Agreement”) is entered into on June 29, 2016 between the City of  
2 Concord (“CITY”) and **Public Restroom Company**, 2587 Business Parkway, Minden, NV 89423  
3 (“CONTRACTOR”).

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings  
5 and intentions:

6 The CITY desires to contract with Public Restroom Company and Public Restroom Company  
7 to contract with the CITY for provision by Public Restroom Company to the City for professional  
8 services with **Project No. 2334 (Willow Pass Park Restroom & Concession Facility Replacement**  
9 **– Field #1)** as further described in Section 2 of this Agreement, upon the terms and conditions  
10 hereinafter set forth.

11 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the  
12 parties herein contained, the parties hereto agree as follows:

13 **1. TERM.** This Agreement shall commence on **June 29, 2016** and expire on **June 30,**  
14 **2017.**

15 **A. Extension of Term.** Upon mutual written agreement by the parties, the term of  
16 this Agreement may be extended for one additional period(s) of one year(s) each commencing upon  
17 the expiration of the initial or extended term, subject to the same terms and conditions of this  
18 Agreement. CONTRACTOR shall give written notice of its request for extension of the term of the  
19 Agreement to the City’s Authorized Representative, as identified in Section 4 below, at least thirty  
20 (30) days prior to expiration of the initial or extended term.

21 The extension(s) of the term of this Agreement shall be subject to a review of  
22 CONTRACTOR’S performance in accordance with the terms and conditions of this Agreement and  
23 shall be subject to City approval. Such extension of time shall be in writing by a duly executed  
24 Amendment to this Agreement.

25 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by  
26 the CITY's Authorized Representative, CONTRACTOR shall provide design and construction  
27 services for Project No. 2334 (Willow Pass Park Restroom & Concession Facility Replacement –  
28 Field #1) described in detail in Exhibit A, a proposal from Public Restroom Company dated April 22,

1 2016, attached hereto and made a part hereof. In the event of any conflict between this Agreement  
2 and Exhibit A, this Agreement shall control. CITY retains all rights of approval and discretion with  
3 respect to the projects and undertakings contemplated by this Agreement.

4 **3. PAYMENT.** The compensation to be paid to CONTRACTOR including payment for  
5 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
6 A. However, in no event shall the amount CITY pays CONTRACTOR exceed three hundred ten  
7 thousand four hundred and eighty five dollars (\$310,485) for the term of this Agreement. Any  
8 Amendment to this Agreement that includes an increase to this compensation amount shall be made in  
9 accordance with Section 5 below.

10 CONTRACTOR may submit monthly statements for services rendered; all statements shall  
11 include adequate documentation demonstrating work performed during the billing period. It is  
12 intended that CITY review such statement and pay CONTRACTOR for services rendered within 30  
13 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall  
14 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the  
15 time of payment.

16 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
17 CITY and CONTRACTOR in all matters pertaining to the services to be ordered by CITY or rendered  
18 by CONTRACTOR under this Agreement except where approval for the CITY is specifically required  
19 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the  
20 Community & Economic Development Department. The CONTRACTOR's authorized  
21 representative is Charles E. Kaufman, President.

22 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
23 subject to approval by both parties. If additional services are requested by CITY other than as  
24 described in the above Scope of Services, this Agreement may be amended, modified, or changed by  
25 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution  
26 of an Amendment by authorized representatives of both parties setting forth the additional scope of  
27 services to be performed, the performance time schedule, and the compensation for such services.

1           **A. Amendment for Additional Compensation.** CITY's Authorized  
2 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including  
3 amendments providing for additional compensation to CONTRACTOR not to exceed \$50,000 during  
4 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any  
5 additional compensation to CONTRACTOR that is \$50,000 or more for the fiscal year, including the  
6 base contract amount, must be approved by City Council.

7           CONTRACTOR's failure to secure CITY's written authorization for additional compensation  
8 or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the  
9 price or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

10           **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that  
11 CONTRACTOR, its agents, employers and subcontractors are and shall at all times remain as to the  
12 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall  
13 have any control over the manner by which the CONTRACTOR performs this Agreement and shall  
14 only dictate the results of the performance. CONTRACTOR shall not represent that CONTRACTOR  
15 or its agents, employees or subcontractors are agents or employees of the CITY, and CONTRACTOR  
16 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as  
17 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation  
18 whatsoever, unless otherwise provided in this Agreement.

19           As an independent contractor, CONTRACTOR shall not be eligible for any benefits, which the  
20 City may provide to its employees and all persons, if any, hired by CONTRACTOR shall be  
21 employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of  
22 the CITY in any respect. CONTRACTOR shall receive no premium or enhanced pay for work  
23 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work  
24 performed during non-standard business hours, such as in the evenings or on weekends.  
25 CONTRACTOR shall not receive a premium or enhanced pay for work performed on a recognized  
26 holiday. CONTRACTOR shall not receive paid time off for days not worked, whether it be in the  
27 form of sick leave, administrative leave, or for any other form of absence. CONTRACTOR shall pay  
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1 all taxes, assessments and premiums under the federal Social Security Act, any applicable  
2 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use  
3 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by  
4 reason of or in connection with the services to be performed by CONTRACTOR.

5       **7. STANDARD OF PERFORMANCE.** CONTRACTOR represents and warrants to  
6 CITY that CONTRACTOR is skilled and able to provide such services described in the Scope of  
7 Work and that such services shall be performed in an expeditious manner, and with the degree of skill  
8 and care that is required by current, good, and sound procedures and practices. CONTRACTOR  
9 further agrees that the services shall be in conformance with generally accepted professional standards  
10 prevailing at the time work is performed.

11       **8. PERFORMANCE BY CONTRACTOR.** CONTRACTOR shall not employ other  
12 CONTRACTORS, subCONTRACTORS, experts, or consultants without the prior written approval of  
13 the CITY. Notwithstanding the foregoing, CITY shall not be obligated or liable for payment  
14 hereunder to any party other than the CONTRACTOR. CONTRACTOR hereby designates the  
15 CONTRACTOR'S representative as the person primarily responsible for the day-to-day performance  
16 of CONTRACTOR'S work under this Agreement. CONTRACTOR shall not change the  
17 CONTRACTOR'S representative without the prior written consent of the CITY. Unless otherwise  
18 expressly agreed by the CITY, CONTRACTOR'S representative shall remain responsible for the  
19 quality and timeliness of performance of the services, notwithstanding any permitted or approved  
20 delegation hereunder.

21       **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents  
22 furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR'S  
23 services in respect to this project. They are not intended nor are represented to be suitable for reuse by  
24 others except CITY on extensions of this project or on any other project. Any reuse without specific  
25 written verification and adoption by CONTRACTOR for the specific purposes intended will be at  
26 user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including  
27 attorney's fees arising out of such unauthorized reuse.

1 CONTRACTOR's records, documents, calculations, and all other instruments of service  
2 pertaining to actual project shall be given to CITY at the completion of the project. The CITY  
3 reserves the right to specify the file format that electronic document deliverables are presented to the  
4 CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions  
5 and other final work products compiled by the CONTRACTOR under the Agreement shall be vested  
6 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,  
7 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,  
8 charts, computations, and other data prepared or obtained under the Agreement shall be made  
9 available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR  
10 may retain copies of the above-described information but agrees not to disclose or discuss any  
11 information gathered, discussed or generated in any way through this Agreement without the written  
12 permission of CITY during the term of this Agreement, unless required by law.

13 **10. INDEMNIFICATION.**

14 **A. For Design Professional Services Only.** Pursuant to California Civil Code  
15 Section 2782.8, CONTRACTOR agrees to indemnify the CITY (including its officers, agents,  
16 employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or  
17 relate to the negligence, recklessness, or willful misconduct of CONTRACTOR in the performance of  
18 this Agreement. The CONTRACTOR will reimburse the CITY for any expenditures, including  
19 reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to  
20 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the  
21 CONTRACTOR.

22 **B. For All Other Services.** CONTRACTOR agrees to defend, indemnify and  
23 hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and  
24 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and  
25 other litigation expenses) arising out of the CONTRACTOR's performance under the terms of this  
26 Agreement. This indemnification obligation on CONTRACTOR's part shall not apply to the  
27 demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful  
28

1 misconduct on the part of the CITY.

2       **11. INSURANCE.** CONTRACTOR shall, at its own expense, procure and maintain in  
3 full force at all times during the term of this Agreement the following insurance:

4           **A. Commercial General Liability Coverage.** CONTRACTOR shall maintain  
5 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)  
6 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily  
7 injury, personal injury, and property damage.

8           **B. Automobile Liability Coverage.** CONTRACTOR shall maintain automobile  
9 liability insurance covering all vehicles used in the performance of this Agreement providing a one  
10 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,  
11 and property damage.

12           **C. Professional Liability Coverage (Errors and Omissions).** CONTRACTOR  
13 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions  
14 committed by CONTRACTOR, its agents and employees in the performance of this Agreement. The  
15 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made  
16 annual aggregate basis or a combined single limit per occurrence basis.

17           **D. Compliance with State Workers' Compensation Requirements.**  
18 CONTRACTOR covenants that it will insure itself against liability for Workers' Compensation  
19 pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all  
20 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being  
21 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall  
22 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and  
23 volunteers for losses arising from work performed by CONTRACTOR for CITY. This provision  
24 shall not apply upon written verification by CONTRACTOR that CONTRACTOR has no  
25 employees.

26           **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to  
27 contain the following provisions:  
28

1                   **(1) Additional Insured.** CITY, its officers, agents, employees, and  
2 volunteers are to be covered as an additional insured as respects: Liability arising out of activities  
3 performed by or on behalf of CONTRACTOR and operations of CONTRACTOR, premises owned,  
4 occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope  
5 or protection afforded to CITY, its officers, officials, employees, or volunteers.

6                   Except for worker's compensation and professional liability insurance, the policies mentioned  
7 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to  
8 CITY. CONTRACTOR shall also provide timely and prompt notice to CITY if CONTRACTOR  
9 receives any notice of cancellation or nonrenewal from its insurer.

10                   **(2) Primary Coverage.** CONTRACTOR'S insurance coverage shall be  
11 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any  
12 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
13 employees, or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute  
14 with it.

15                   **(3) Reporting Provisions.** Any failure to comply with the reporting  
16 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,  
17 employees, or volunteers.

18                   **(4) Verification of Coverage.** CONTRACTOR shall furnish CITY with  
19 certificates of insurance and the original endorsements effecting coverage required by this Agreement.  
20 The certificates and endorsements for each insurance policy are to be signed by a person authorized by  
21 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an  
22 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and  
23 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.  
24 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the  
25 right to require complete certified copies of all required insurance policies at any time.

26                   **12. TIME OF PERFORMANCE.** The time of performance of the services under this  
27 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
28

1 shall be strictly construed.

2       **13.     SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,  
3 suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for  
4 performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services  
5 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
6 suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for  
7 reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

8       **14.     TERMINATION.** CITY may terminate this Agreement with cause only upon ten (10)  
9 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written  
10 notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR  
11 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,  
12 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work  
13 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall  
14 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR  
15 for the services performed as of the effective date of the termination.

16       **15.     COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,  
17 CONTRACTOR agrees as follows:

18           **A.     Equal Employment Opportunity.** In connection with the execution of this  
19 Agreement, CONTRACTOR shall not discriminate against any employee or applicant for  
20 employment because of race, religion, color, sex, or national origin. Such actions shall include, but  
21 not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;  
22 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of  
23 compensation; and selection for training including apprenticeship.

24           **B.     Nondiscrimination Civil Rights Act of 1964.** CONTRACTOR will comply  
25 with all federal regulations relative to nondiscrimination in federally assisted programs.

26           **C.     Solicitations for Subcontractors including Procurement of Materials and**  
27 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
28

1 CONTRACTOR for work to be performed under a subcontract including procurement of materials or  
2 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by  
3 CONTRACTOR of CONTRACTOR'S obligation under this Agreement and the regulations relative  
4 to nondiscrimination on the grounds of race, religion, color, sex, or national origin..

5 **16. CONFLICT OF INTEREST.**

6 A. CONTRACTOR covenants and represents that neither it, nor any officer or  
7 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in  
8 any manner with the interests of CITY or which would in any way hinder CONTRACTOR's  
9 performance of services under this Agreement. CONTRACTOR further covenants that in the  
10 performance of the Agreement, no person having any such interest shall be employed by it as an  
11 officer, employee, agent or subcontractor without the express written consent of the CITY.  
12 CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of  
13 interest, with the interests of the CITY in the performance of this Agreement.

14 B. CONTRACTOR is not a designated employee within the meaning of the  
15 Political Reform Act because CONTRACTOR:

16 (1) Will conduct research and arrive at conclusions with respect to its rendition  
17 of information, advice, recommendation or counsel independent of the control and direction of the  
18 CITY or of any CITY official, other than normal contract monitoring; and

19 (2) Possesses no authority with respect to any CITY decision beyond the  
20 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

21 **17. COMPLIANCE WITH LAWS.** CONTRACTOR shall comply with all applicable  
22 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable  
23 licenses, including a business license with the City of Concord, and permits for the conduct of its  
24 business and the performance of the services.

25 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance  
26 with the laws of the State of California, excluding any choice of law rules which may direct the  
27 application of the laws of another jurisdiction. In the event that suit shall be brought by either party  
28

1 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
2 County of Contra Costa, California.

3 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or  
4 condition contained in the Agreement, or any default in their performance of any obligations under the  
5 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
6 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
7 constitute a continuing waiver of same.

8 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions  
9 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by  
10 a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment  
11 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The  
12 illegality or invalidity of any of the provisions or portions of application of any of the provisions of  
13 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of  
14 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though  
15 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the  
16 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

17 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and  
18 incorporated herein by reference. In the event of any conflict between this Agreement and Exhibit A,  
19 this Agreement shall control. The Agreement contains the entire agreement and understanding  
20 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
21 contemporaneous agreements, commitments, representation, writings, and discussions between  
22 CONTRACTOR and CITY, whether oral or written.

23 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**  
24 **JOINT VENTURE.** CITY and CONTRACTOR respectively, bind themselves, their successors,  
25 assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR  
26 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,  
27 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach  
28

1 of this provision shall be void. This Agreement is not intended and shall not be construed to create  
2 any third party benefit. This Agreement is not intended and shall not be construed to create a joint  
3 venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall  
4 not have any power to bind or commit the CITY to any decision.

5 **23. FINANCIAL RECORDS.** Records of CONTRACTOR's direct labor costs, payroll  
6 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on  
7 a generally recognized accounting basis and made available to CITY if and when required.

8 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage  
9 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's  
10 address as shown below, or such other places as CITY or CONTRACTOR may, from time to time,  
11 respectively, designate in a written notice given to the other. Notice shall be deemed received three  
12 (3) days after the date of the mailing thereof or upon personal delivery.

13  
14 To CITY: **Robert Ovadia, City Engineer**  
**Community & Economic Development Department**  
**City of Concord**  
**1950 Parkside Drive**  
**Concord, CA 94519-2578**  
**Phone: (925) 671-3470**  
**Fax: (925) 798-9692**

15  
16  
17  
18 To CONTRACTOR: **Charles E. Kaufman, President**  
**Public Restroom Company**  
**2587 Business Parkway**  
**Minden, NV 89423**  
**Phone: (888) 888-2060**  
**Fax: (888) 888-1448**

19  
20  
21 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent  
22 of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or  
23 breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor  
24 in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

25  
26 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of  
27 CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver

1 this Agreement on behalf of CONTRACTOR and that such execution is binding upon  
2 CONTRACTOR.

3 This Agreement may be executed in several counterparts, each of which shall constitute one  
4 and the same instrument and shall become binding upon the parties when at least one copy hereof  
5 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary  
6 to produce or account for more than one such counterpart.

7 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more  
8 copies as of the date and year first written above.

9 **CONTRACTOR**

**CITY OF CONCORD, a Municipal Corporation**

11  
12 By: \_\_\_\_\_  
13 Name: Charles E. Kaufman  
14 Title: President  
15 Address: 2587 Business Parkway  
16 Minden, NV 89423  
17 Telephone: (888) 888-2060

11  
12 By: \_\_\_\_\_  
13 Name: Valerie Barone  
14 Title: City Manager  
15 Address: 1950 Parkside Drive  
16 Concord, CA 94519  
17 Telephone: (925) 671-3175

18 APPROVED AS TO FORM:

ATTEST:

19 \_\_\_\_\_  
20 City Attorney

19 \_\_\_\_\_  
20 City Clerk

21 Date: \_\_\_\_\_, 2016

22 FINANCE DIRECTOR'S CERTIFICATION:

23 Concord, California

24 Date: \_\_\_\_\_, 2016

25 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
26 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED  
27 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
28 THE SUM OF **\$310,485**

Account Code: 4009500C999-74200/4002334115-74200

\_\_\_\_\_  
Finance Director's Signature



**Budgetary Proposal for: Willow Pass Park - Concord, CA**

**Project # 9881-3/31/2016-1**

**Date: April 22, 2016**

PRC offers to ***furnish and install turn-key*** a public restroom, concession, and storage building with a gable roof structure and standing seam metal roof, accessible Hi-Lo drinking fountain with bottle filler, stainless steel restroom fixtures, and other medium vandalism commercial grade fixtures and finishes. This includes a conditioned concession space with tile floors, PVC paneled walls, floor sink, three compartment stainless steel sink, vitreous china hand sink, and the other plumbing and electrical that will meet health code requirements for warm food / open food (not open cooking) in California. 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.

**Additional specifications:**

- The concession building per your request is 15’ deep. Complete construction drawings will be provided after we go to contract, and go through the submittal process for colors, utilities, and plans. The preliminary plans provided are nominal, and to code.
- Painting of the structure is included, and comes with two coats of block filler and two coats of heavy duty paint.
- Floor drains are in each restroom, and will be shown in the construction drawings. There are two floor sinks in the concession that will also be shown on the CD’s.
- The roof material is 26 gage standing seam metal.
- The lighting controls are motion sensor in the restrooms, switched in the concession, storage, and utility chase, and an astronomic time of day clock for exterior lights.
- Utility locations are to be terminated 6’ outside of the building by the city / GC, and will be coordinated with you during the submittal process.
- We have attached a cut sheet for the AC unit for details.
- The air curtain is required, and has been included over the concession doorway. A screen door is not code, and was not included.
- The shutter windows for the concession are made of the same material as the other heavy duty 14 gauge doors; are on a continuous aluminum hinge, swing open 180 degrees, and locks open and closed with a dead bolt. It also acts as a menu board, and is very secure. It is the same type of dead bolt as is on the doors, and is not accessible to vandalism when closed.
- Three electrical outlets in the concession area have been added per your request, and are show in the drawings.
- Current delivery time is 120 to 150 days from purchase order to installation.

**Cost for Restroom and Storage Building turn-key installed: \$310,485\***

***\*The design and price for this building is contingent on the City providing a detailed list of equipment to be used along with dimensions in the concession area that we requested, but did not receive prior to this proposal.***

**Executive Summary:** Public Restroom Company (PRC) is pleased to provide you 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. 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

