



# AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: September 3, 2019

Agenda Item CoF

Approvals:

City Manager gm

Dept. Head MB

Attorney \_\_\_\_\_

Finance gr

**Department:** Public Works / Engineering Division  
**Prepared By:** Shawn Ryan, Associate Civil Engineer

**Subject:** *AUTHORIZATION TO PURCHASE A PREFABRICATED RESTROOM THROUGH THE NATIONAL PURCHASING COOPERATIVE FROM THE PUBLIC RESTROOM COMPANY FOR BONITO CANYON PARK RESTROOM REPLACEMENT, PROJECT NO. 17511.*

**Fiscal Impact:** Yes. The project was originally budgeted for \$400,000 from the General Fund. Additional funding in the amount of \$200,000 from the General Fund undesignated fund balance is needed to construct the project.

**Summary:** Staff recommends that City Council authorize the purchase for a prefabricated restroom from the Public Restroom Company (PRC) for Bonito Canyon Park Restroom Replacement Project, through the National Purchasing Cooperative (dba Buyboard) .

**Background:** The restroom at Bonito Canyon Park has met its useful life and is in need of replacement. It has been determined that a prefabricated restroom building will provide cost savings as compared to typical on-site construction methods. Savings are largely due to the restroom buildings having several stock floor plans that are pre-designed and constructed at an offsite facility which provided savings in architectural and labor costs. This method of project delivery also expedites the construction timeline since building fabrication is the longest lead item on this type of project.

The Architectural style for the proposed restroom is Spanish Colonial Revival (SCR) as required by the City Centennial General Plan. The design of the restroom structure was approved by the Zoning Administrator (ZA) through a public hearing which took place on May 17, 2017. The project was also reviewed and recommended for approval by the Design Review Subcommittee (DRSC) prior to the public hearing.

In addition to the prefabricated restroom, site improvements at the park are required to "accept" the delivery of the prefabricated structure. Site improvement plans have been prepared to address required ADA accessibility from the parking lots, hardscape, drainage and a pad for the prefabricated restroom foundation. The site work is planned to be advertised for public bidding and subsequently recommended for City Council award, while the restroom building is being fabricated.

As noted in the February 5, 2019 report to Council (see Attachment 1), initial estimates for the restrooms provided by PRC in December 2016 established a capital improvement project budget of \$400,000 for each restroom and park improvements. Since then, prices for both the park improvements and restrooms have increased,

resulting in updated total estimated project costs of \$600,000 each. This is due to factors such as increased material costs and details of the final designs which weren't known when initially estimating the project. For cost comparisons staff researched similar concrete block type buildings that have been recently constructed in the City of San Clemente and determined that the prefabricated restrooms, even at the higher updated estimated cost, would be competitive to build-in-place restroom facilities.

As noted in Attachment 1, City Council approved the needed funding transfer and supplemental appropriation to continue moving forward with the Vista Bahia Restroom building. Staff is ready to make the second purchase for the Bonito Canyon Park prefabricated restroom, which requires an appropriation of \$200,000 similar to that previously approved for the Vista Bahia Restroom. This provides the full project funding consistent with the February 5, 2019 update and approvals by the City Council.

**Discussion:** Staff recommends executing a purchase order with the Public Restroom Company for the purchase and delivery of a prefabricated restroom facility for Bonito Canyon Park through the National Purchasing Cooperative (dba Buyboard). City Policy No. 201-2-1 exempts procurements from traditional bidding procedures when using an established governmental Cooperative Purchasing Agreement such as Buyboard.

**Recommended**

**Action:** STAFF RECOMMENDS THAT the City Council:

1. Approve a supplemental appropriation in the amount of \$200,000 from the General Fund undesignated fund balance to Account No. 001-635-45300-17511;
2. Authorize the City Manager to execute Contract No. \_\_\_\_\_ with the Public Restroom Company in the amount of \$343,425 for the purchase of one prefabricated restroom for Bonito Canyon Park; and
3. Approve an as-needed contingency of \$15,000 for the Bonito Canyon Park restroom purchase contract.

**Attachment:**

1. February 5, 2019 report to Council
2. Bonito Canyon Park Location Map
3. Bonito Canyon Restroom Building Exhibit
4. Purchase contract

**Notification:** None.



## AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: February 5, 2019

Agenda Item: 6F  
 Approvals:  
 City Manager: [Signature]  
 Dept. Head: [Signature]  
 Attorney: [Signature]  
 Finance: [Signature]

**Department:** Public Works / Engineering Division  
**Prepared By:** Shawn Ryan, Associate Civil Engineer

**Subject:** *AUTHORIZATION TO PURCHASE A PREFABRICATED RESTROOM THROUGH THE NATIONAL PURCHASING COOPERATIVE FROM THE PUBLIC RESTROOM COMPANY FOR VISTA BAHIA PARK RESTROOM REPLACEMENT, PROJECT No. 17512.*

**Fiscal Impact:** Yes. The project was budgeted for \$400,000 from the General Fund. Additional funding in the amount of \$200,000 is needed to construct the project. A transfer from the Bonito Canyon Park Restroom project to the Vista Bahía Restroom Park project is recommended to fulfill the funding gap as further described below.

**Summary:** Staff recommends that City Council authorize the purchase for a prefabricated restroom from the Public Restroom Company (PRC) for Vista Bahía Park Restroom Replacement by authorizing a membership with the National Purchasing Cooperative (dba Buyboard). Membership in Buyboard allows public agencies to purchase products and services from vendors established through a cooperative public bid process.

**Background:** The restroom at Vista Bahía Park has met its useful life and is in need of replacement. It has been determined that a prefabricated restroom building will provide cost savings as compared to typical on-site construction methods. Savings are largely due to the restroom buildings having several stock floor plans that are pre-designed and constructed at an offsite facility which provided savings in architectural and labor costs. This method of project delivery also expedites the construction timeline since building fabrication is the longest lead item on this type of project.

The Architectural style for the proposed restroom is Spanish Colonial Revival (SCR) as required by the City Centennial General Plan. The design of the restroom structure was approved by the Zoning Administrator (ZA) through a public hearing which took place on May 17, 2017. The project was also reviewed and recommended for approval by the Design Review Subcommittee (DRSC) prior to the public hearing.

In addition to the prefabricated restroom, site improvements at the park are required to "accept" the delivery of the prefabricated structure. Site improvement plans have been prepared to address required ADA accessibility from the parking lots, hardscape, drainage and a pad for the prefabricated restroom foundation. The site work is planned to be advertised for public bidding and subsequently recommended for City Council award, while the restroom building is being fabricated.

Initially both Vista Bahia Park and Bonito Canyon Park were slated to have prefabricated restrooms and park improvements installed together. Initial estimates for the restrooms provided by PRC in December 2016 established a capital improvement project budget of \$400,000 for each restroom and park improvements. Since then, prices for both the park improvements and restrooms have increased, resulting in updated total estimated project costs of \$600,000 each. This is due to factors such as increased material costs and details of the final designs which weren't known when initially estimating the project. For cost comparisons staff researched similar concrete block type buildings that have been recently constructed in the City of San Clemente and determined that the prefabricated restrooms, even at the higher updated estimated cost, would be competitive to build-in-place restroom facilities.

Given the current budget shortfall, staff recommends proceeding with only the Vista Bahia restroom at this time, and transferring funds from the Bonito Canyon restroom project to make up that shortfall. Replacement of the Vista Bahia restroom also satisfies a requirement by the OC Health Care Agency related to a separate project to rebuild the damaged concession/announcer's building at the Vista Bahia baseball field. That is, by timely replacement of the Vista Bahia restroom, a new additional restroom facility will not be required as part of the reconstruction of the damaged concession/announcer's building.

To replace the \$200,000 transferred from the existing Bonito Canyon restroom replacement, staff would include this amount in the upcoming Fiscal Year 2020 Capital Improvement Program budget, after which the Bonito Canyon restroom project could proceed.

**Discussion:** Staff recommends purchase of the prefabricated restroom facilities by becoming a member of Buyboard national purchasing cooperative through execution of their participation agreement. Buyboard provides government agencies with an opportunity to efficiently procure items at lower costs. Buyboard is a collaborative between the National School Boards Association (NSBA), several State School Boards Associations, school districts and other government entities including cities, municipalities, counties, public universities and other local government agencies. Buyboard was developed to comply with state laws which require government entities to make purchases from an approved list of vendors who have gone through a competitive bidding process. The National Purchasing Cooperative Interlocal Participation Agreement and proposal letter from Public Restroom Company are on file at the City Clerk's office. Purchase of the restroom buildings from the Buyboard cooperative complies with and is allowable per City Policy No. 201-2-1. There is no cost to the City to join the Buyboard purchasing cooperative, but the City needs to execute a participation agreement to join.

**Recommended**

**Action:** STAFF RECOMMENDS THAT the City Council:

1. Authorize the City Manager to execute the National Purchasing Cooperative Interlocal Participation Agreement, providing for the purchase of the Bonito Canyon and Vista Bahia Restroom Replacements; and

2-5-19 / 6F-2

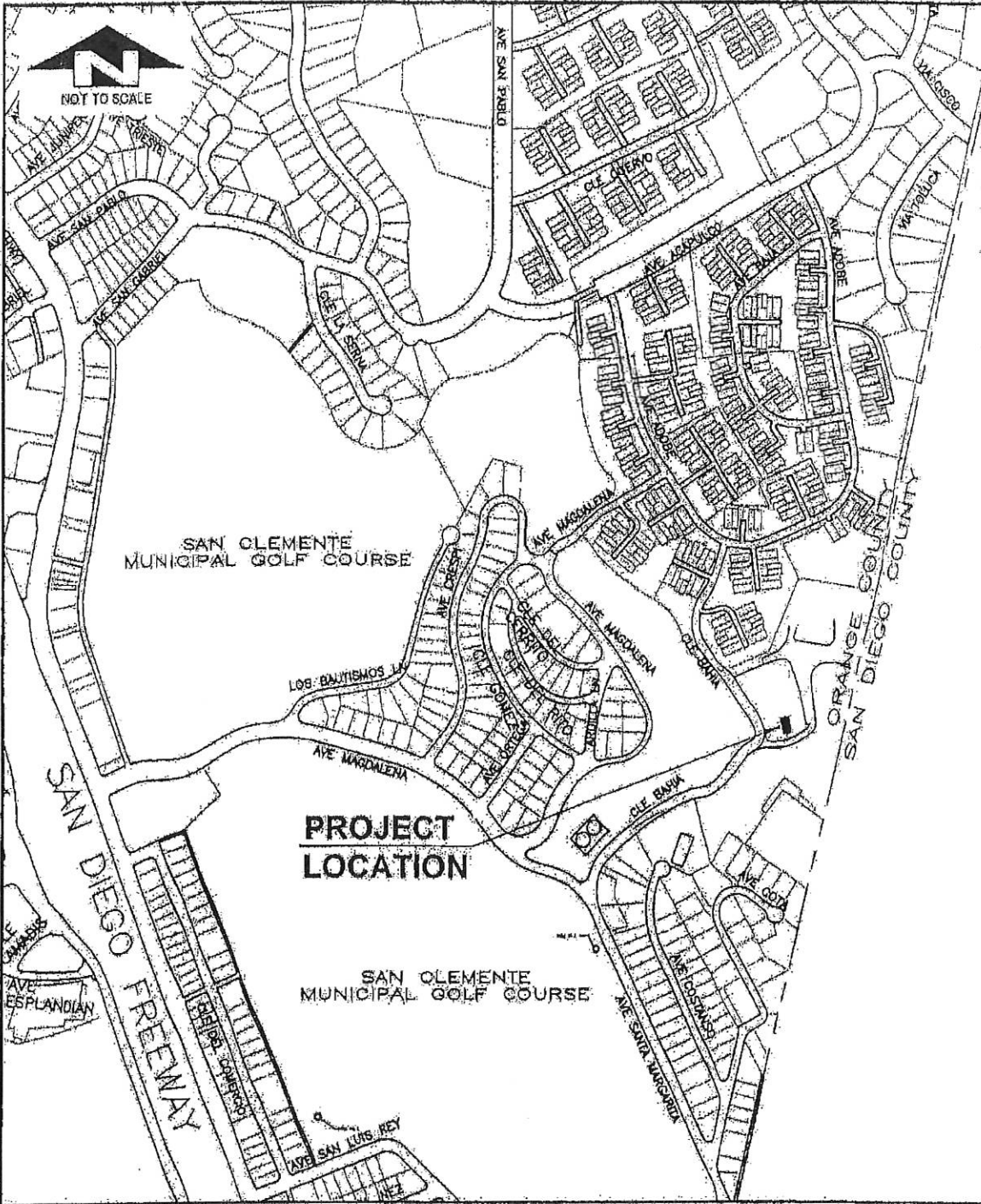
9-3-19 / 6F-4

2. Authorize the City Manager to approve a transfer in the amount of \$200,000 from Account No. 001-635-45300-000-17511 (Bonito Canyon Park) to Account No. 001-635-45300-000-17512 (Vista Bahia) for the purchase and installation of one prefabricated restroom and improvements for Vista Bahia Park.
3. Authorize the City Manager to execute Contract No. \_\_\_\_\_ with Public Restroom Company in the amount of \$343,425 for the purchase of one prefabricated restroom for Vista Bahia Park.
4. Approve an as-needed contingency of \$15,000 for the Vista Bahia restroom purchase contract; and
5. Direct staff to include \$200,000 in the Fiscal Year 2020 Capital Improvement Program budget to supplement existing funding for the Bonito Canyon Restroom replacement project.

- Attachment:**
1. Vista Bahia Park Location Map
  2. Public Restroom Company Restroom Exhibit

**Notification:** None.

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*City of San Clemente*

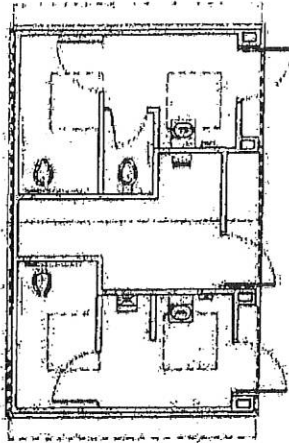
910 Calle Negocio, Suite 100  
 San Clemente, CA 92673  
 Tel: (949) 581-8100  
 Fax: (949) 581-8510

**LOCATION MAP**

**VISTA BAHIA PARK  
 RESTROOM REPLACEMENT**

P.N. 17512 2-5-19/6F-4

PROJECT REF#: 006T-11/4/2016-2

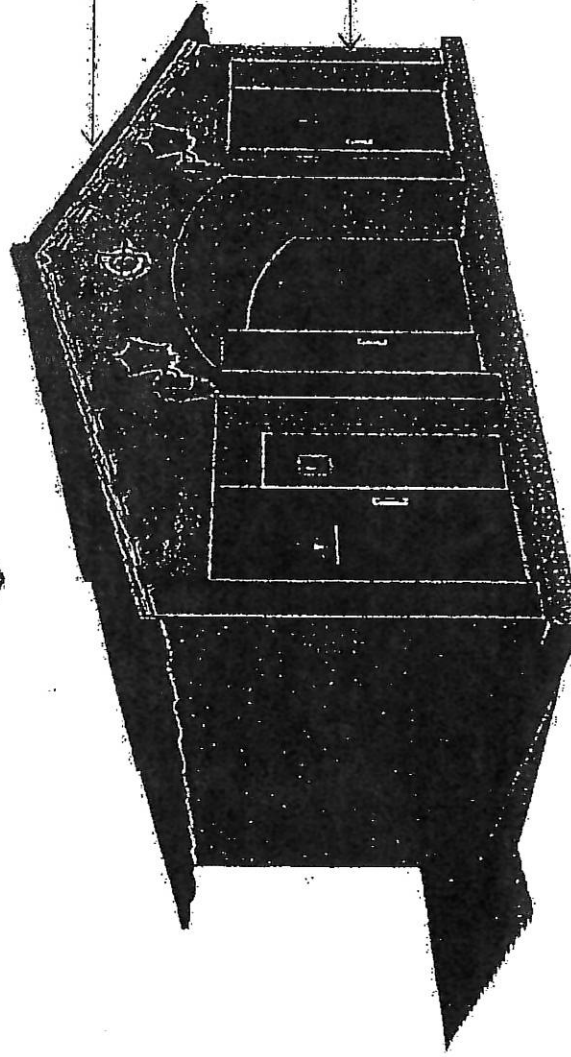
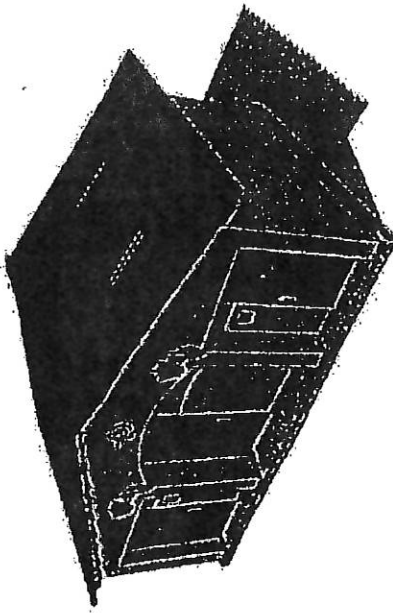


### FLOOR PLAN

SCALE: NOT TO SCALE

Two-piece clay tile roofing shall be used with double flanges on the edges and ridges and random mortar packing. The mortar shall be packed on 100 percent of the area in the top two rows of tiles and along any cracks and ridgeline and shall be packed on 25 percent of the tiles in the remaining field. Mortar packing that serves as a seal shall be applied to the edges of the tiles. The mortar shall be applied to the appropriate thickness and shall be applied to each dormer's eaves of mortar applied to each tile. (Citation - City of San Clemente Design Guidelines, November 1987)

Stucco walls with a "steel band trowel" (no machine application), smooth Mission finish and slight undulations (applied during brown coat) and built-in corner and edges including archways (applied during trowel), with no control/expansion joints. (Citation - City of San Clemente Design Guidelines, November 1987)



### VISTA BAHIA PARK

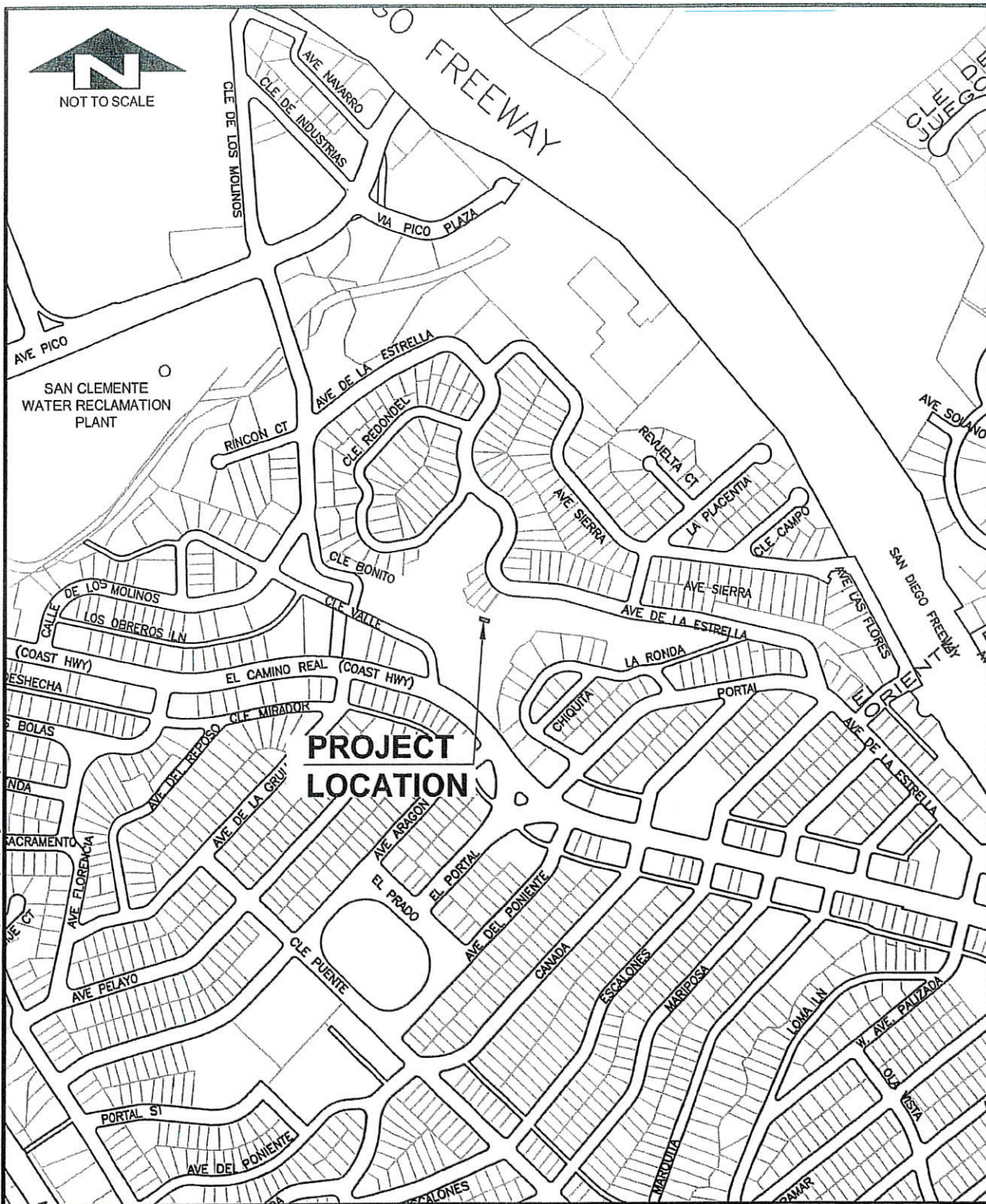
SAN CLEMENTE, CALIFORNIA

### RESTROOM BUILDING



2020-2021-2022  
PUBLIC RESTROOM COMPANY  
FLOORING CONTRACTORS  
PHONE: 949.234.1400 FAX: 949.234.1401

ARTIST RENDERINGS: 3D RENDERING ONLY FOR INFORMATIONAL PURPOSES AND NOT TO BE USED FOR CONSTRUCTION



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*City of San Clemente*

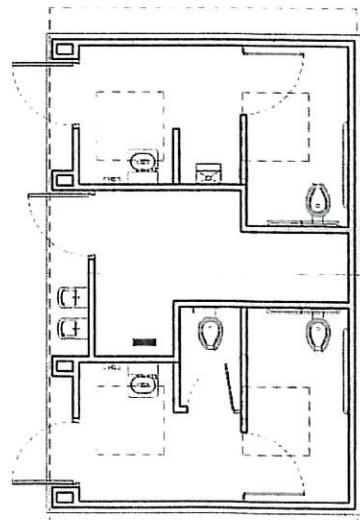
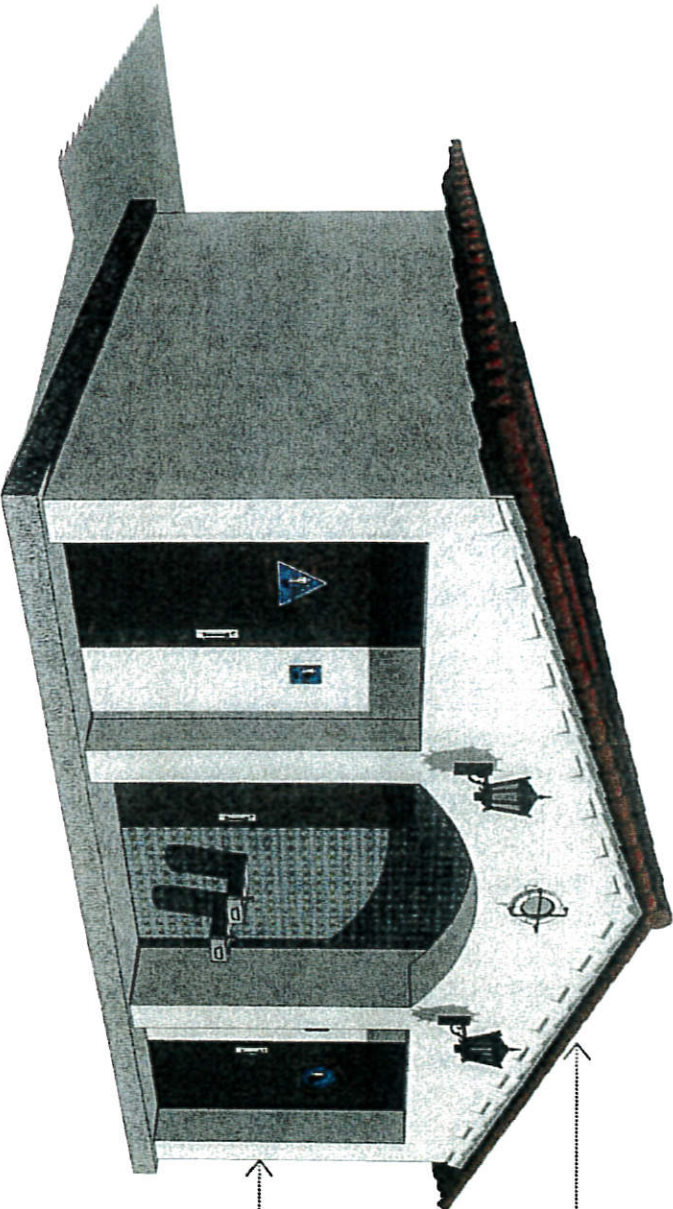
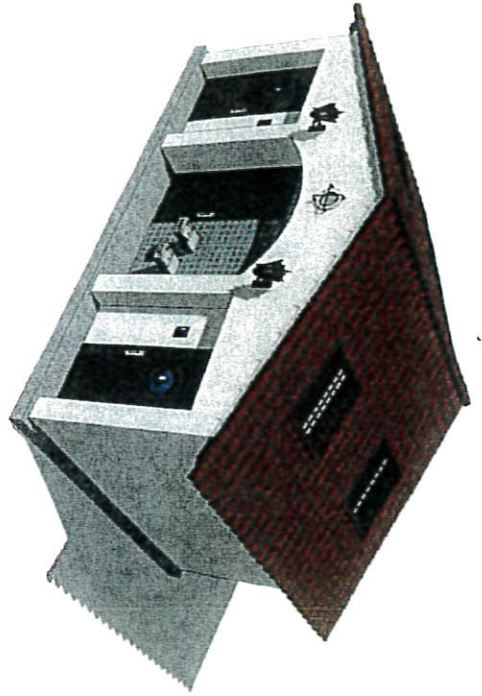
910 Calle Negocio, Suite 100  
 San Clemente, CA 92673  
 Tel (949) 381-8100  
 Fax (949) 381-8316

**LOCATION MAP**

**BONITO CANYON PARK  
 RESTROOM REPLACEMENT**

**P.N. 17511**





**FLOOR PLAN**

SCALE: NOT TO SCALE

A. Two-piece clay tile roofing shall be used with booster tiles on the edges and ridges and random mortar packing. The mortar shall be packed on 100 percent of the tiles in the first two rows of tiles and along any rake and ridge line, and shall be packed on 25 percent of the tiles on the remaining field. Mortar packing shall serve as bird stops at the roof edges. The volume of mortar pack to achieve the appropriate thickness shall be equivalent to a 6 inch diameter sphere of mortar applied to each tile. [Citation - City of Son Clemente Design Guidelines, November 1991]

B. Stucco walls with a 'steel, hand trowel' (no machine application), smooth Mission finish (no slight undulations (applied during brown coat) and bull-nosed corners and edges, including archways (applied during (ahne), with no control/expansion joints. [Citation - City of Son Clemente Design Guidelines, November 1991]

**BONITA CANYON PARK**

SAN CLEMENTE, CALIFORNIA

**RESTROOM BUILDING**

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



2507 BUSINESS PARKWAY  
MILFORD, INDIANA 49121  
P: 888-888-2040 F: 888-888-1448



**Price Proposal:** Bonito Canyon Park / Vista Bahia Park, San Clemente, CA  
**Date:** 12/5/18  
**Reference:** 10061-10/31/2018-4; 10062-10/31/2018-4  
**Buyboard Contract Number:** 512-16  
**Licenses:** Contractor # CA 822966B CA DIR # 1000005303

**Our Offer to Sell:**

**1. Restroom Building delivered to site \$321,515 Each**

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

**2. Installation: Turnkey Installation of Restroom Building above \$21,910 Each with retention allowed.**

Public Restroom Company also includes in this two part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the owner provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

**3. Owner Final Tie In of Utilities and other site work:**

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner.

**4. Total Cost of Each Restroom building & installation @ \$343,425**

**5. Total Cost of 2 Restroom Buildings & Installation @ \$686,850**

## **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:**

Bonito Canyon Park / Vista Bahia Park, San Clemente, CA | 12/5/2018 References #: 10062-10/31/2018-4 10061-10/31/2018-4  
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

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:**

Bonito Canyon Park / Vista Bahia Park, San Clemente, CA | 12/5/2018 References #: 10062-10/31/2018-4 10061-10/31/2018-4  
2587 Business Parkway | Minden, NV 89423 | [www.PublicRestroomCompany.com](http://www.PublicRestroomCompany.com) | p: 888-888-2060 | f: 888-888-1448

**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, that has 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.

**Delays in Payment and Project Stoppage:**

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 owner 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 owner 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 180 day 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.

**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.
2. If weather on site causes site delivery issues the delivery may have to be diverted to an offsite location and the additional costs will be a change order to the bid. Our staff works with the owner in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes owners take risks for weather but this risk is clearly at the owner's risk, not PRC.
3. Sidewalks outside the building footprint.
4. Any trench plates needed for protection of site soils, sidewalks, or site utilities. Any site soils damage or other site improvements, if damaged during installation are by others.
5. Survey, excavation, and installation of the building pad and footings (if required) per PRC plans.
6. Soil conditions not suitable for bearing 1500 psf. If no soils testing report is available before bid, owner must verify site supporting soils at a minimum of 1000 psf because that's the least we can place our structures on or owner or engineer of record must design a foundation system to meet the imposed loads of site placement.
7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for the structure to install a 30 gallon pressure tank to provide the minimum flow rate and pressure. Building water service chlorination, post installation, is by others and not PRC.
8. 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.
9. Bonds, building permits, a site survey, special inspection fees, minor trash removal, final utility connections to the onsite water, sewer and electrical are by others. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed,) is by others.
10. The Owner/GC shall be responsible for minor site debris removal or a location for placement on site (nominally one pickup truck of shipping materials).
11. Site Traffic Control, if applicable, shall be by owner not PRC.

**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 maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, 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 has a \$1,000,000 coverage limit. This exceeds the cost of any single building 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 owner, 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 Public Restroom Company.**

**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