



Finance Committee Agenda

Tuesday, January 31, 2023

8:30 a.m.

Executive Conference Room, Third Floor

MEMBERS: Mayor Marty Simonoff and Council Member Steven Vargas
ALTERNATE: Council Member Cecilia Hupp

This Agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department office at (714) 990-7676 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Committee

Members of the public may offer comment or attend the meeting in person. All requests to offer comment must be submitted via phone by calling 714-990-7676 or by emailing arlenem@cityofbrea.net by 12:00 p.m. on Monday, January 30, 2023

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.

CALL TO ORDER / ROLL CALL

- 1. Matters from the Audience**

CONSENT

- 2. January 10, 2023 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

Draft Minutes 01-10-2023

DISCUSSION

3. **Authorize Purchase of Prefabricated Restrooms and Trash Enclosures for Arovista Park Modernization, CIP 7978** - Approve the purchase of prefabricated restrooms and trash enclosures from Public Restroom Company in the amount of \$1,453,052.00.

Attachments

Quote-Exhibit Restroom/Storage

Quote-Exhibit Restroom/Concession

Quote-Exhibit Trash Enclosures

Exhibit A

4. **Schedule Next Meeting: Tuesday, February 14, 2023**

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 01/31/2023
SUBJECT: January 10, 2023 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Draft Minutes 01-10-2023



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, January 10, 2023
8:30 AM**

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

Mayor Marty Simonoff called to order at 8:41 am

ATTENDEES: Mayor Marty Simonoff, Mayor Pro Tem Christine Marick, Chris Emeterio, Chief Avery, Kristin Griffith, Jason Killebrew, Carrier Hernandez, Monica Lo, Faith Madrazo, Alicia Brenner, Jenn Colacion and Marie Dao.

OTHER ATTENDEES: James Ramsey (Eide Bailly LLP)

1. **Matters from the Audience - None**

CONSENT

2. **November 29, 2022 Finance Committee Regular Meeting Minutes – Approved**

DISCUSSION

3. **Approval of the Applications for Participation in the Community Development Block Grant Program (CDBG) for Fiscal Years 2023-24, 2024-25 and 2025-26 –** *The Committee discussed the item and requested staff to update the report to correct the typo referencing the CDBG Public Facilities and Improvements application amount from “\$150,00” to “\$150,000”. Recommended for City Council approval.*
4. **City of Brea Annual Comprehensive Financial Report and Related Audit Reports for the Fiscal Year Ended June 30, 2022 –** *James Ramsey presented the item and provided a brief overview of the implementation of Government Auditing Standard Board (GASB) 87 which is the latest lease accounting and financial reporting standard. Recommended for City Council to receive and file.*
5. **Schedule Next Meeting: Tuesday, January 31, 2023**

Meeting adjourned: 8:49 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/31/2023

SUBJECT: Authorize Purchase of Prefabricated Restrooms and Trash Enclosures for Arovista Park Modernization, CIP 7978

RECOMMENDATION

Approve the purchase of prefabricated restrooms and trash enclosures from Public Restroom Company in the amount of \$1,453,052.00.

BACKGROUND/DISCUSSION

Arovista Park's original construction started on the west side of the flood control channel in 1987. The portion on the east side followed years later to make up the current 14.89 acres. A skate park was added in the southeast corner in 1999. The renovation of the skate park was completed on schedule in September 2022.

In the Fall of 2020, the City's Parks Recreation and Human Services Commission adopted their Goal Setting Executive Summary highlighting several improvements that are currently needed at Arovista Park. The City Council directed staff to move forward with exploring a modernization of Arovista Park at their May 4, 2021, meeting, with an emphasis on an all-accessible playground and other park improvements. These included upgrades to existing fields and courts; the addition of multi-generational recreational opportunities; and the desire for an all-accessible play area.

Extensive community outreach and engagement followed through the remainder of 2021, resulting in an initial concept plan for the park. At their Special Meeting on March 8, 2022, the City's Parks, Recreation and Human Services Commission established a base project with other priorities for the Arovista Park Modernization Project. The base project included an all-inclusive playground; skate park sound wall; parking lots; restrooms; golf safety netting; tracks/trailhead/lighting and design. Other priorities included the baseball fields; amphitheater; Jubilee Grove; active adult area; and courts for pickleball, basketball and volleyball. There was a consensus to include relocating the sound wall in the base project and staff also recommended safety netting at the golf course, which should be completed this month.

In June 2022, City Council awarded a design services agreement to David Volz Design for plans, specifications and estimates (PS&E) for Arovista Park Modernization, CIP 7978. The final concept design is attached, (Exhibit A).

The modernization project will install a restroom/concession building near the sports fields

(\$688,134.00); a restroom/storage building between the amphitheater and playground (\$569,384.00); along with two new trash enclosures (\$195,534). Staff researched prefabricated restrooms from different manufacturers and their costs compared to traditional construction before deciding on Public Restroom Company, whose buildings had the desired layouts and exteriors to match the park. Restrooms will be equipped with porcelain fixtures as requested during the community outreach. This is the same Company used for the restroom on segment 3 of The Tracks. Lead time for the buildings and trash enclosures requires an order to be placed now for a September delivery.

The equipment will be purchased through Sourcewell, which offers discounts to member Agencies. The total purchase price of the two restrooms and trash enclosures is \$1,453,052.00. Once the purchase order is issued, the general contractor will be responsible to coordinate delivery and make the final utility connections to the restrooms.

SUMMARY/FISCAL IMPACT

Staff recommends purchasing two prefabricated restrooms and trash enclosures from the Public Restroom Company for the Arovista Park Modernization at a total cost of \$1,453,052.00. Funding is available in the CIP budget.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jenn Colacion, Community Services Senior Management Analyst

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

Attachments

Quote-Exhibit Restroom/Storage

Quote-Exhibit Restroom/Concession

Quote-Exhibit Trash Enclosures

Exhibit A

Price Proposal: Arovista Park Building A – Restroom/Storage Building
Owner: Brea, CA
Date: 1.9.23
Reference: 11481A-01/03/2023-3
Sourcewell: Contract# 081721-PRM

Our Offer to Sell:

1. Prefabricated Building delivered to site \$ 536,601

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. Turnkey Installation of the Building above \$ 32,783

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/General Contractor 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.

***** Please note: If there is a Community Workforce Agreement or other regulation requiring local labor for installation, Public Restroom Company will not offer this full installation package. The building will be delivered to the site and offset with a crane only. The Owner or General Contractor will be responsible for installation, and a separate price will be issued for the crane and site supervision. Please see "Optional Building Installation Steps – By Others" on page 8. *****

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. Owner/general contractor will excavate the utility trenches for placement of underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place coarse sand pad and screed it level for final building placement. Set the building on the site pad.
- b. 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.
- c. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and delivery \$ 569,384

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor 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/General Contractor 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/General Contractor 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 owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor 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/General Contractor'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/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor 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 delivery and if no notice of delay in readiness from Owner/General Contractor 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/General Contractor shall sign the change order before we will continue delivery.*

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor 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. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, 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, with 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 proprietary PRC components. 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 Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

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 Supervision:**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.

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/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar 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 by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each 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 disallowing our delivery trailers with only 4" of clearance to grade, 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. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary

- depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
 3. Sidewalks outside the building footprint.
 4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
 5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
 6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
 7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
 8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
 9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
 10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. 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 the Owner/ General Contractor.
 11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
 12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
 13. Backflow certification if applicable by Owner/ General Contractor.

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

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where 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.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

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/General Contractor 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/General Contractor 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.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

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.

Optional Building Installation Steps – By Others:

If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

- 1. Underground Utility Prep: *Reminder - 8" slab arrives with the building***
 - a. Owner/ General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided with submittal drawings.
 - b. Owner/ General Contractor to trench utility lines to meet the drop locations.
 - c. Owner/ General Contractor to assemble the underground sewer piping, electrical conduit, and install underground water line.
 - d. Trench and install building utilities.
 - e. Slope the sewer to code (minimum 2%).
 - f. Shade pipes with sand while waiting for the underground inspection.
 - g. Pass local building underground inspection.
 - h. Backfill with course mason sand around all the plumbing risers.
 - i. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's.
- 2. Building Off-Load and Set:**
 - a. Remove plastic shrink wrap.
 - b. Remove steel tie-down plates from building slab and install provided pick plates.
 - c. Remove the electrical conduit from the main panel, clear all block out grates.
 - d. Hook up the rigging and install protection from rigging at the fascia.
 - e. Pick the building slowly, lift the building up 1 inch off the trailer to make sure building is secure. Check the level of the building and adjust with shackles.
 - f. Set the building on the sub-grade at marked location.
 - g. Repeat for any additional building modules.
- 3. Final Install Steps:**
 - a. Make sure the building is level and aligned properly (block joints, cap beam, concrete slab, plumbing, fascia, ridge, etc.)
 - b. Dry in the roof including caulking joints at the fascia.
 - c. Connect all interior plumbing, including clean outs before the exterior sewer POC.
 - d. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer ground that is located under the panel.
 - e. Touch up paint, as needed.
 - f. Sweep out all the rooms, wipe all fixtures and doors, etc.
 - g. Install backer rod where the building modules join.
 - h. Install self-leveling caulking on the floor slab joints where the building modules meet.

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 IV, 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:

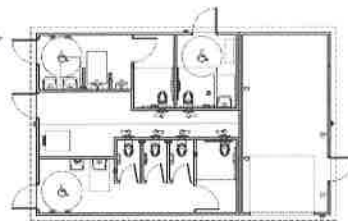
Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address

PROJECT REF#: 11481A-01/03/2023-3



FLOOR PLAN
SCALE: NOT TO SCALE



RESTROOM/
STORAGE BUILDING

BREA, CALIFORNIA

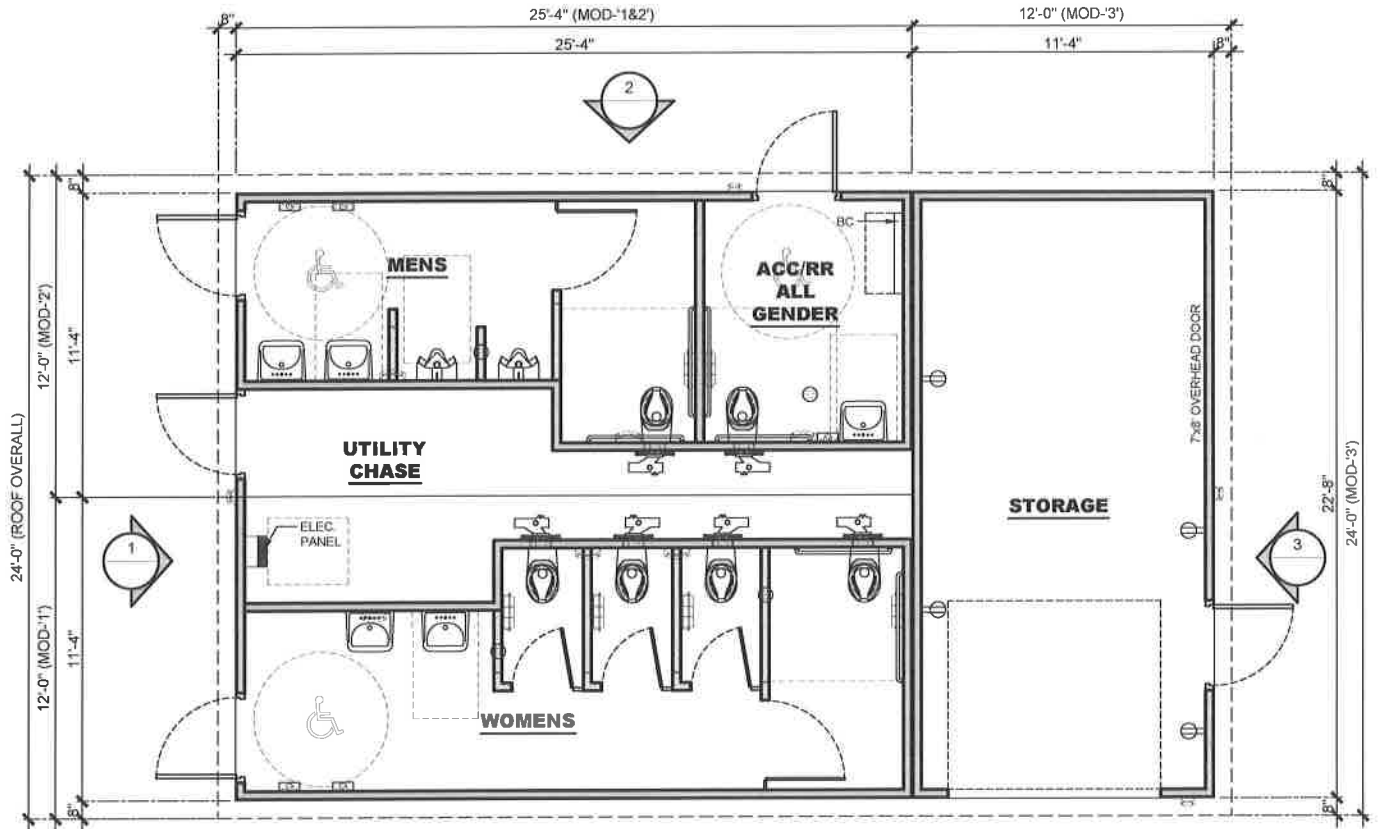
AROVISTA PARK

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE.
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www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

PROJECT REF#: 11481A-01/03/2023-3



FLOOR PLAN

SCALE 3/16" = 1'-0"



**PUBLIC
RESTROOM
COMPANY**
Building Better Places To Go.™

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BUILDING TYPE:

RESTROOM/ STORAGE BUILDING

PROJECT:

**AROVISTA PARK - 'A'
BREA, CA**

REVISION #

3

REVISION DATE: **01/03/2023**

DRAWN BY: **NS**

PROJECT #:

11481A

START DATE: **12/6/2022**

DRAWN BY: **EOR**

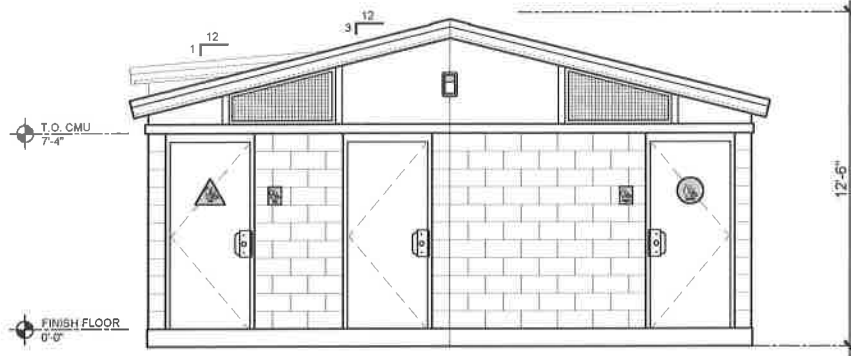
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A-1

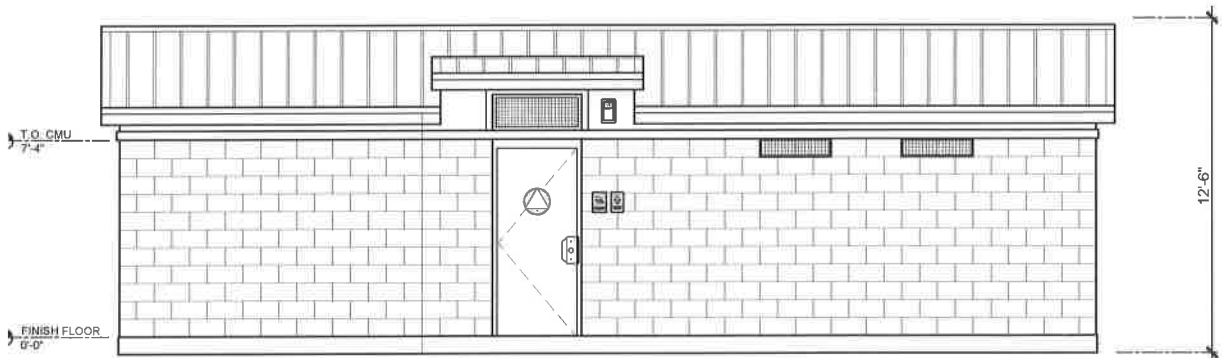
MAX. PERSON / HOUR:

345 M

PROJECT REF#: 11481A-01/03/2023-3



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM/ STORAGE BUILDING

PROJECT:

**AROVISTA PARK - 'A'
BREA, CA**

REVISION #

3

REVISION DATE: 01/03/2023

DRAWN BY: NS

SHEET#

A-2

PROJECT #:
11481A

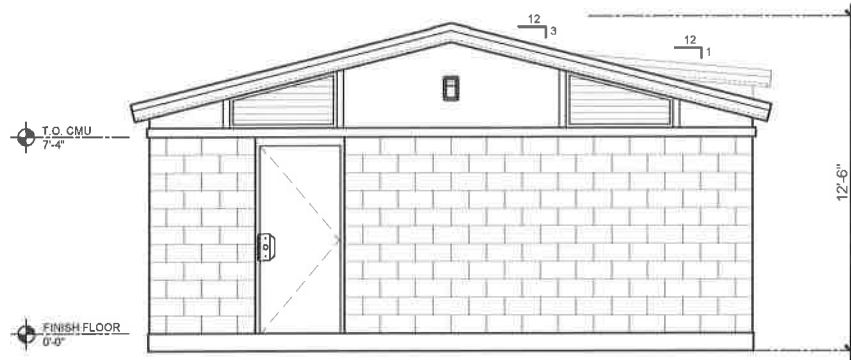
START DATE: 12/6/2022
DRAWN BY: EOR

MAX. PERSON / HOUR:
345 M

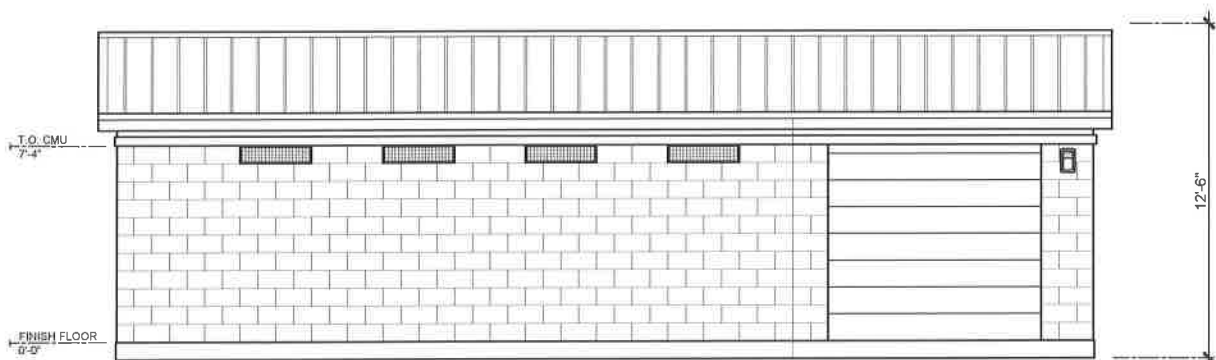
PH: 888-888-2060 | FAX: 888-888-1428

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PROJECT REF#: 11481A-01/03/2023-3



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

 PUBLIC RESTROOM COMPANY Building Better Places To Go.™	<small>COPYRIGHT 2023 PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small>	BUILDING TYPE: RESTROOM/ STORAGE BUILDING PROJECT: AROVISTA PARK - 'A' BREA, CA	REVISION # 3	REVISION DATE: 01/03/2023 DRAWN BY: NS	SHEET# A-3
			PROJECT #: 11481A	START DATE: 12/6/2022 DRAWN BY: EOR	MAX. PERSON / HOUR: 345 M
			<small>NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE. DIMENSIONS PRESIDE</small>		

Ph: 658-888-2050 | Fax: 658-888-1440

Price Proposal: Arovista Park B – Restroom/Concession Building
Owner: Brea, CA
Date: 1.9.23
Reference: 11481B-12/20/2022-2
Sourcewell: Contract# 081721-PRM

Our Offer to Sell:

1. Prefabricated Building delivered to site \$ 647,511

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. Turnkey Installation of the Building above \$ 40,623

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/General Contractor 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.

***** Please note: If there is a Community Workforce Agreement or other regulation requiring local labor for installation, Public Restroom Company will not offer this full installation package. The building will be delivered to the site and offset with a crane only. The Owner or General Contractor will be responsible for installation, and a separate price will be issued for the crane and site supervision. Please see "Optional Building Installation Steps – By Others" on page 8. *****

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. Owner/general contractor will excavate the utility trenches for placement of underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place coarse sand pad and screed it level for final building placement. Set the building on the site pad.
- b. 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.
- c. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and delivery \$ 688,134

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor 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/General Contractor 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/General Contractor 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 owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor 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/General Contractor'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/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor 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 delivery and if no notice of delay in readiness from Owner/General Contractor 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/General Contractor shall sign the change order before we will continue delivery.*

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor 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. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, 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, with 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 proprietary PRC components. 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 Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

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 Supervision:**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.

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/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar 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 by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each 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 disallowing our delivery trailers with only 4" of clearance to grade, 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. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. 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 the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

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

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where 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.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

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/General Contractor 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/General Contractor 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.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

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.

Optional Building Installation Steps – By Others:

If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

- 1. Underground Utility Prep: *Reminder - 8" slab arrives with the building***
 - a. Owner/ General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided with submittal drawings.
 - b. Owner/ General Contractor to trench utility lines to meet the drop locations.
 - c. Owner/ General Contractor to assemble the underground sewer piping, electrical conduit, and install underground water line.
 - d. Trench and install building utilities.
 - e. Slope the sewer to code (minimum 2%).
 - f. Shade pipes with sand while waiting for the underground inspection.
 - g. Pass local building underground inspection.
 - h. Backfill with course mason sand around all the plumbing risers.
 - i. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's.
- 2. Building Off-Load and Set:**
 - a. Remove plastic shrink wrap.
 - b. Remove steel tie-down plates from building slab and install provided pick plates.
 - c. Remove the electrical conduit from the main panel, clear all block out grates.
 - d. Hook up the rigging and install protection from rigging at the fascia.
 - e. Pick the building slowly, lift the building up 1 inch off the trailer to make sure building is secure. Check the level of the building and adjust with shackles.
 - f. Set the building on the sub-grade at marked location.
 - g. Repeat for any additional building modules.
- 3. Final Install Steps:**
 - a. Make sure the building is level and aligned properly (block joints, cap beam, concrete slab, plumbing, fascia, ridge, etc.)
 - b. Dry in the roof including caulking joints at the fascia.
 - c. Connect all interior plumbing, including clean outs before the exterior sewer POC.
 - d. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer ground that is located under the panel.
 - e. Touch up paint, as needed.
 - f. Sweep out all the rooms, wipe all fixtures and doors, etc.
 - g. Install backer rod where the building modules join.
 - h. Install self-leveling caulking on the floor slab joints where the building modules meet.

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 IV, 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:

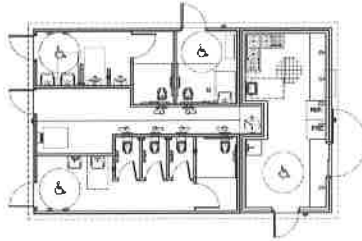
Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address

PROJECT REF#: 11481B-12/20/2022-2



FLOOR PLAN
SCALE: NOT TO SCALE

RESTROOM/
CONCESSION BUILDING

BREA, CALIFORNIA

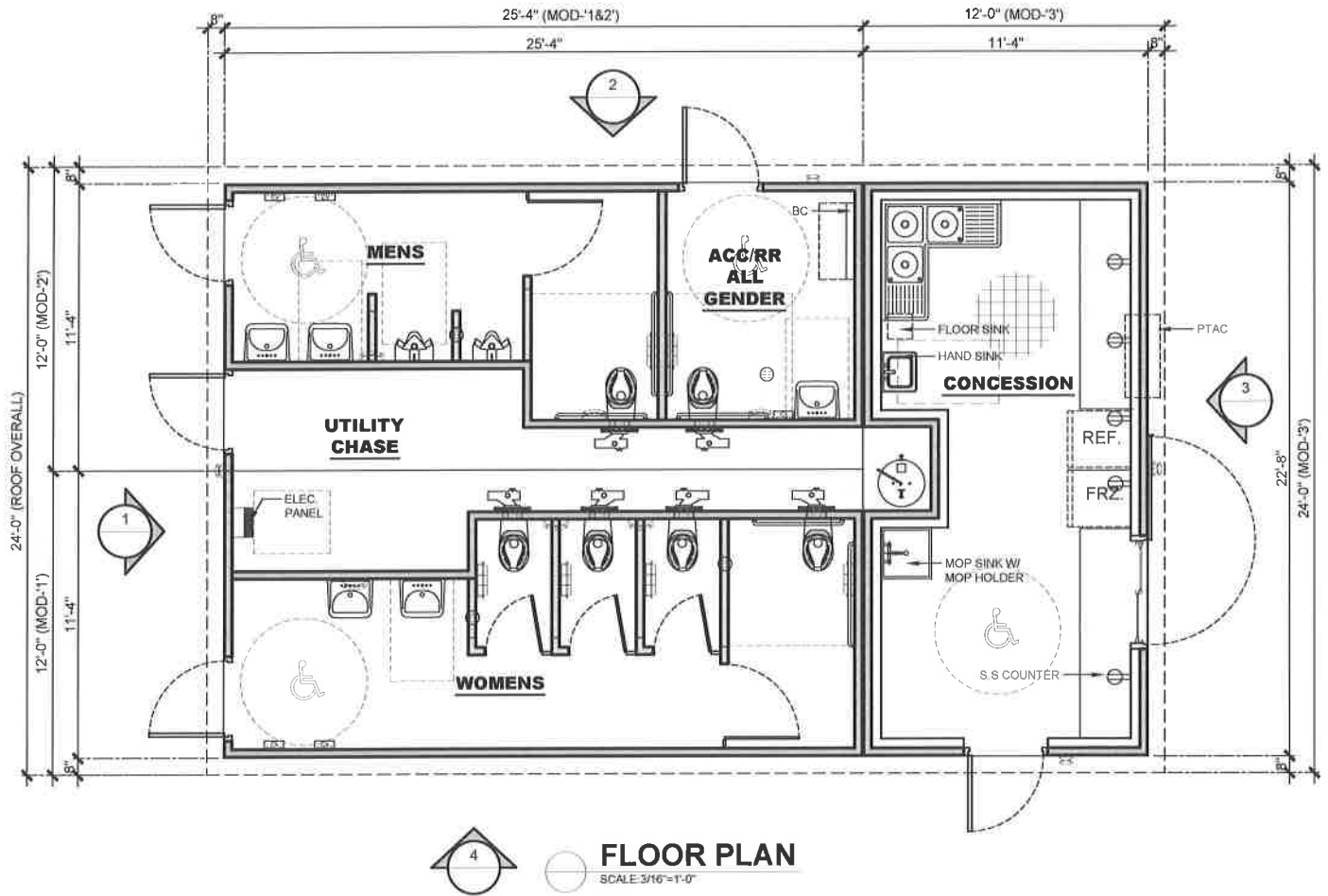
AROVISTA PARK

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www.PublicRestroomCompany.com
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MINDEN, NEVADA 89423
P: 888-888-2060 F: 888-888-1448

PROJECT REF#: 11481B-12/20/2022-2



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BUILDING TYPE:

RESTROOM/ CONCESSION BUILDING

PROJECT:

**AROVISTA PARK - 'B'
BREA, CA**

REVISION #

2

REVISION **12/20/2022**

DATE:

DRAWN BY: NS

SHEET#

A-1

PROJECT #:
11481B

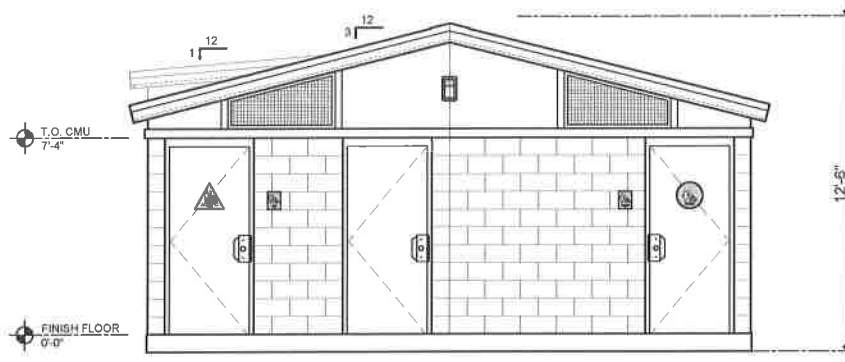
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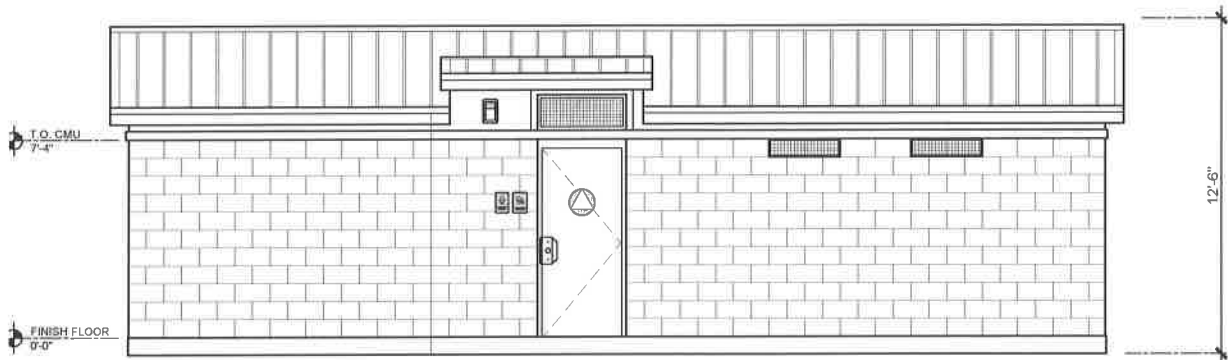
Ph: 888-888-2050 | Fax: 888-888-1440

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PROJECT REF#: 11481B-12/20/2022-2



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM/ CONCESSION BUILDING

PROJECT:

**AROVISTA PARK - 'B'
BREA, CA**

REVISION #

2

REVISION DATE:

12/20/2022

DRAWN BY: NS

SHEET#

A-2

PROJECT #:

11481B

START DATE:

12/6/2022

DRAWN BY: EOR

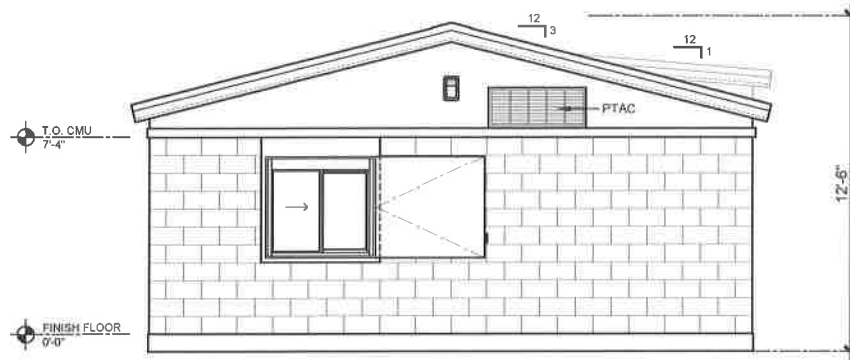
MAX. PERSON / HOUR:

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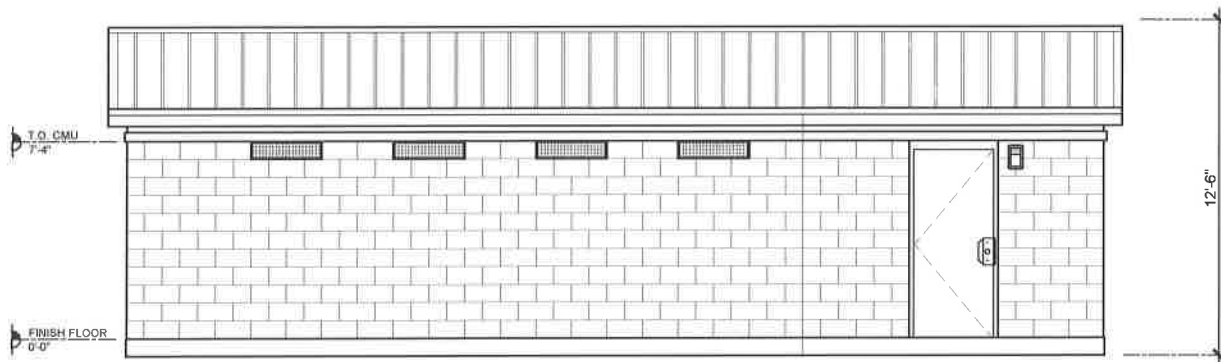
PH: 888-888-2060 | FAX: 888-888-1448

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PROJECT REF#: 11481B-12/20/2022-2



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

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		PROJECT: AROVISTA PARK - 'B' BREA, CA	PROJECT #: 11481B	START DATE: 12/6/2022 DRAWN BY: EOR	MAX. PERSON / HOUR: 345 M
		-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE. DIMENSIONS PRECEDE			

Ph: 888-888-2060 | Fax: 888-888-1448

Price Proposal: Arovista Park C – Trash Enclosure Building
Owner: Brea, CA
Date: 1.10.23
Reference: 11481C-12/8/2022-0
Sourcewell: Contract# 081721-PRM

Our Offer to Sell:

1. Prefabricated Building delivered to site \$ 77,822 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. Turnkey Installation of the Building above \$ 19,945 each

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/General Contractor 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.

***** Please note: If there is a Community Workforce Agreement or other regulation requiring local labor for installation, Public Restroom Company will not offer this full installation package. The building will be delivered to the site and offset with a crane only. The Owner or General Contractor will be responsible for installation, and a separate price will be issued for the crane and site supervision. Please see "Optional Building Installation Steps – By Others" on page 8. *****

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. Owner/general contractor will excavate the utility trenches for placement of underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place coarse sand pad and screed it level for final building placement. Set the building on the site pad.
- b. 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.
- c. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and delivery \$ 97,767 each

- a. Total cost for 2 trash enclosures \$195,534

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor 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/General Contractor 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/General Contractor 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 owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor 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/General Contractor'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/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor 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 delivery and if no notice of delay in readiness from Owner/General Contractor 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/General Contractor shall sign the change order before we will continue delivery.*

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor 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. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, 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, with 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 proprietary PRC components. 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 Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

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 Supervision:**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.

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/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar 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 by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each 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 disallowing our delivery trailers with only 4" of clearance to grade, 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. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. 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 the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

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

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where 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.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

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/General Contractor 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/General Contractor 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.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

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.

Optional Building Installation Steps – By Others:

If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

- 1. Underground Utility Prep: *Reminder - 8" slab arrives with the building***
 - a. Owner/ General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided with submittal drawings.
 - b. Owner/ General Contractor to trench utility lines to meet the drop locations.
 - c. Owner/ General Contractor to assemble the underground sewer piping, electrical conduit, and install underground water line.
 - d. Trench and install building utilities.
 - e. Slope the sewer to code (minimum 2%).
 - f. Shade pipes with sand while waiting for the underground inspection.
 - g. Pass local building underground inspection.
 - h. Backfill with course mason sand around all the plumbing risers.
 - i. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's.
- 2. Building Off-Load and Set:**
 - a. Remove plastic shrink wrap.
 - b. Remove steel tie-down plates from building slab and install provided pick plates.
 - c. Remove the electrical conduit from the main panel, clear all block out grates.
 - d. Hook up the rigging and install protection from rigging at the fascia.
 - e. Pick the building slowly, lift the building up 1 inch off the trailer to make sure building is secure. Check the level of the building and adjust with shackles.
 - f. Set the building on the sub-grade at marked location.
 - g. Repeat for any additional building modules.
- 3. Final Install Steps:**
 - a. Make sure the building is level and aligned properly (block joints, cap beam, concrete slab, plumbing, fascia, ridge, etc.)
 - b. Dry in the roof including caulking joints at the fascia.
 - c. Connect all interior plumbing, including clean outs before the exterior sewer POC.
 - d. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer ground that is located under the panel.
 - e. Touch up paint, as needed.
 - f. Sweep out all the rooms, wipe all fixtures and doors, etc.
 - g. Install backer rod where the building modules join.
 - h. Install self-leveling caulking on the floor slab joints where the building modules meet.

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 IV, 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 Signed

Printed Name

Legal Entity Name and Address

PROJECT REF#: 11481C-12/8/2022-0



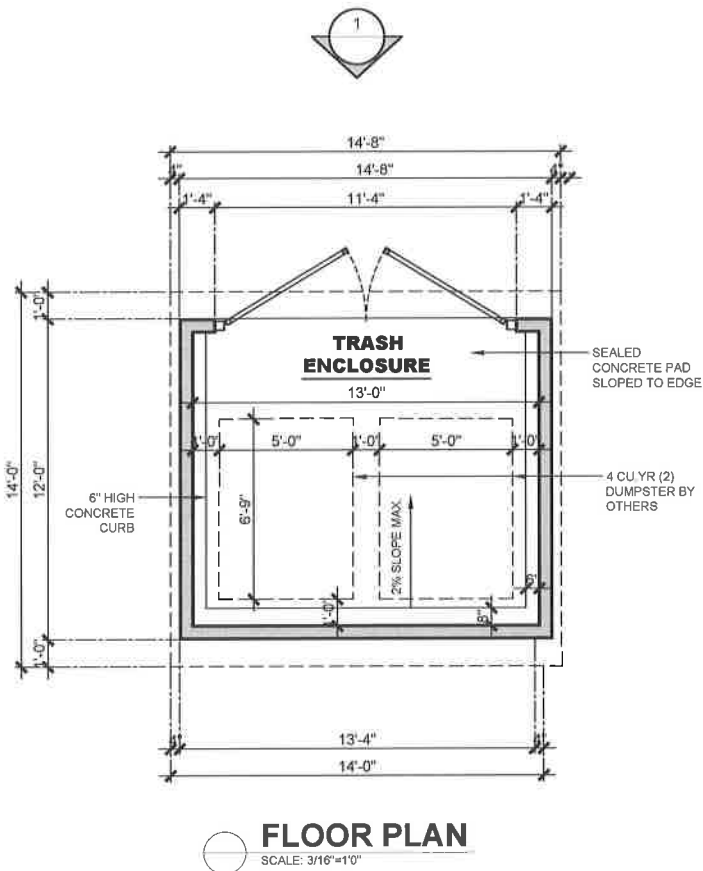
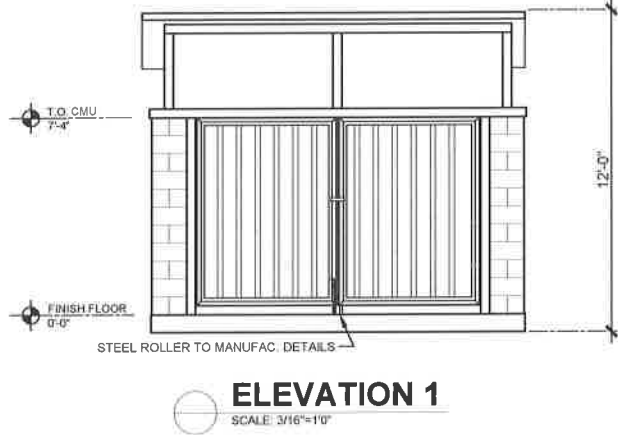
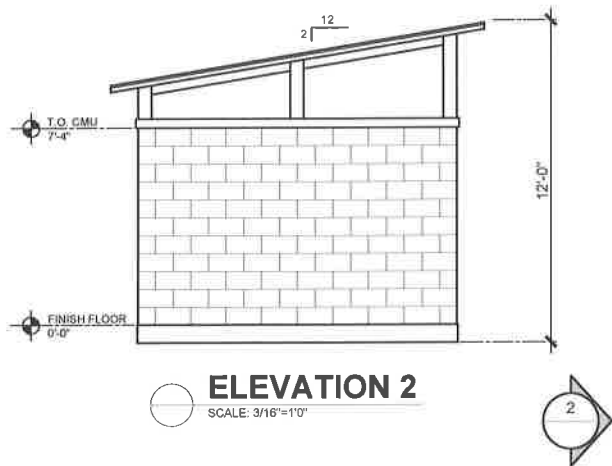
FLOOR PLAN
SCALE: NOT TO SCALE

TRASH ENCLOSURE
BREA, CALIFORNIA
AROVISTA PARK

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			PROJECT #: 11481C	START DATE: 12/8/2022	
			DRAWN BY: EOR	DATE: 12/8/2022	

IMPERIAL HIGHWAY

JASMINE DRIVE

JASMINE DRIVE

BREA CANYON CHANNEL

ELM STREET

CONCEPT
AROVISTA PARK
BREA, CALIFORNIA