



SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**December 7, 2023
6:00 PM**

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Special Meeting, on December 7, 2023, in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to this meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113.

The Special Meeting will begin at 6:00 p.m. and the agenda will be as follows:

1. CALL TO ORDER

1. Pledge of Allegiance
2. Changes to the Agenda
3. Council's Approval of Agenda

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS (NONE)

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record,

however they will not be read.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Consideration of Bid Award Protest for Ramsey Park Splash Pad Project – Modular Restroom Supplier

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS (NONE)

7. ANNOUNCEMENTS

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION (NONE)

10. CLOSED SESSION REPORT

Closed Session: A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

11. ADJOURNMENT

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Consideration of Bid Award Protest for Ramsey Park Splash Pad Project – Modular Restroom Supplier
Meeting Date: Thursday, December 7, 2023
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council rescind the November 2, 2023 Contract award to Green Flush Restrooms and award the contract in the amount of \$431,981.00 to Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 for the Ramsey Park Splash Pad Project – Modular Restroom. It is also recommended that a contingency of 10% (\$43,198.10) be included in the Council action to cover any unforeseen incidentals for a total authorization amount of \$475,179.10.

II. BACKGROUND:

April 21, 2022, the Coalinga City Council authorized funds for proposals for the Ramsey Park Splash Pad Project. The project includes hiring a subconsultant to prefabricate and deliver a CMU block modular restroom in Ramsey Park for the General Supplier to install. Elements of hiring a subconsultant and purchasing a restroom structure include: certified engineered drawing plans, specifications, installation instructions, and ordering & delivering of all structure elements and materials.

November 2, 2023, the Coalinga City Council awarded Green Flush Restrooms in the amount of \$382,527.43 with an additional 10% contingency of \$38,252.74 for a total of \$420,780.17. Notifications were sent to all bidders of the contract award results.

November 9, 2023, Public Restroom Company protested the awarded contract, protesting the CMU Prefabricated Modular Standalone Restroom design for the Ramsey Park Project is considered a “Commercial Modular” according to the State of California, Department Housing and Community Development, and a Commercial Modular Dealer License and Commercial Modular Manufacturer License is required.

III. DISCUSSION:

In December of 2023, City Staff received further confirmation, from a representative of the State of California’s Mobilehome Residency Law Protection Program that the restroom unit for the Ramsey Park Project is considered a “Commercial Modular” and would require the two licenses, Commercial Modular Dealer License and Commercial Modular Manufacturer License. Green Flush Restrooms does not have neither of these licenses. On October 6, 2023, Green Flush emailed City Staff that if these licenses are required, they would decline the bid.

The next apparent lowest bidder that is responsive with approved and active State of California Commercial

Modular Dealer License and who's manufacturer company also has an approved and active State of California Commercial Modular Manufacturer License is Public Restroom Company.

According to the Terms and Conditions of the Ramsey Park – Modular Restroom Request for Proposal, the City reserves the right to accept other than the lowest offer, and to reject any and all proposals and to waive minor irregularities in any proposal. If the City Council decides to rescind the award and award the next apparent and successful bid and award to Public Restroom Company, the “Notice to Proceed” is issued and a new agreement is issued. Due to the protest delay, the following is a tentative schedule:

Award of Contract: December 06, 2023
Start of Planning: December 19, 2023

City Council to award a contract to Public Restroom Company in the amount of \$431,981.00 with an additional 10% contingency of \$43,198.10 for a total of \$475,179.10. A difference of additional \$ 54,398.93 of the Total Project amount between Green Flush Restrooms and Public Restroom Company.

Company	Original Proposal Total	Add Alt Total Price	With 10% Contingency
Green Flush Restrooms	\$ 378,758.90	\$ 382,527.43	\$ 420,780.17
Public Restroom Company (PRC)	\$ 431,981.00	\$ 431,981.00	\$ 475,179.10

An additive alternate (add alt) option was provided by Green Flush Restrooms that included an outdoor attached shower; Public Restroom Company's original proposal included two outdoor attached showers thus an add alt was not provided. The contract award would continue to be in the amount of \$431,981.00 with an additional 10% contingency of \$43,198.10 for a total of \$475,179.10.

IV. ALTERNATIVES:

Another alternative to this council action would be to reject all bids. If all bids are rejected, the City would have to re-advertise or cancel the project. Staff believes that re-advertising the project will not result in lower bids nor result in more bid responses from companies that have the required licenses. Staff believes that based on Green Flush Restrooms' comments, they would not obtain those licenses and could delay the project timeline even further to obtain both licenses from the state.

V. FISCAL IMPACT:

Total authorization request for this contract is \$431,981.00 with an additional 10% contingency of \$43,198.10 for a total of \$475,179.10. This project is funded with Park Development Impact Fees which has the available funds to meet the needs of this project. The annual operation and maintenance costs of structure will be included in the overall park's operation and maintenance plan.

ATTACHMENTS:

File Name	Description
Final_Confirmation_Frank_Ferreira_12.6.23.pdf	State of California's Representative Confirmation of Licenses
PRC_Proposal_for_RFP_22-008-03.pdf	Next Apparent Low Responsive Bidder (PRC) Proposal

From: Ferreira, Frank@HCD
To: [Erika Lansburgh](#)
Subject: RE: prefabricated modular restroom question - Referred from PRC
Date: Wednesday, December 6, 2023 10:18:20 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.jpg](#)

Hi Erika:

You are welcome! It was very nice speaking to you as well! It seems your engineering firm will be selling the already manufactured units (i.e., purchased from Public Restroom Co) your company will need the Commercial Modular Dealer License. If your firm becomes a manufacturer/builder of the units, then your firm will require the commercial modular manufacturer license. Information on obtaining either of these licenses can be obtained from contacting our occupational licensing program via e-mail at OL@hcd.ca.gov (916) 323-9803.

Let me know if I may be of further assistance.

Sincerely,



Frank Ferreira

Associate Governmental Program Analyst Mobilehome Residency Law Protection Program

Housing & Community Development-Division of Codes & Standards
9342 Tech Center Drive, Suite 500 Sacramento, CA 95826
toll free 1-866-784-6427 or 1-800-952-8356





**PUBLIC
RESTROOM
COMPANY**

2587 Business Parkway , Minden, NV 89423
Phone: 888-888-2060 Fax: 888-888-1448
publicrestroomcompany.com

RFP

PREFABRICATED PARK RESTROOM DESIGN & DELIVERY

RFP 22-008-03

DUE DATE: 10/16/23, 4 PM

CITY OF COALINGA, CA

**Tri City Engineering
Attn: Dan Jauregui
4630 W. Jennifer Ave, Suite
101 Fresno, CA 93722
Info@tricityengineering.com**

October 16, 2023

Tri City Engineering; City of Coalinga, CA

Re: PREFABRICATED PARK RESTROOM DESIGN & DELIVERY

Dear Dan Jauregui,

Thank you for the opportunity to submit this RFP to express our interest in future build of prefabricated facility at New Ramsey Park, 131 E Cedar Avenue, Coalinga, CA 93210. In the attached documents, you will find an introduction to Public Restroom Company and our team's qualifications when it comes to designing, building, and installing prefabricated restrooms and buildings for parks and public spaces.

Our mission is to lead the industry as the premier designer, builder, and expert on restrooms and related buildings for parks and public spaces. We can customize each building exactly as you envision it, from the overall architectural style to the selection of all interior/exterior components and finishes. When it comes to creating reliable, high-quality, vandal resistant, easy to clean, good looking buildings—PRC is a proven leader in manufacturing and delivering the best turnkey, prefab solutions.

If you have any further questions, please reach out to me directly.

Sincerely,

Chris Gaughan | Regional Sales Manager
chrisg@publicrestroomcompany.com

Public Restroom Company
www.PublicRestroomCompany.com
2587 Business Parkway | Minden, NV 89423
P: 888-888-2060 Ext 106 | f: 888-888-1448

COMPANY OVERVIEW

Public Restroom Company (PRC) is a design, build, and installation firm of prefabricated public restrooms and other park buildings for over forty years. Our modular construction approach allows us to customize any restroom or building by adding on for storage, offices, showers, concessions, or whatever you have in mind. We are driven to design and build architecturally pleasing, safer, cleaner, odor-free, vandal-resistant, and longer-lasting public restrooms for parks, marinas, beaches, water parks, campgrounds, and transit stations.

PRC is a family-owned and managed company by a brother and sister team, Chad Kaufman and Katie Kaufman-Sherin. After many years working under their late father and company founder, Chuck Kaufman, they took control of the business in 2019 and continue the PRC legacy today. Chuck was a public restroom industry front-runner who was always looking to develop innovative ways to build better restrooms and he did exactly that. Over the years, Chuck and the PRC Team introduced new design ideas to help reduce vandalism, continually improved the quality of components installed in each building until they were the best in the market, and developed a proprietary concrete additive that makes our buildings' concrete floors and walls water resistant, non-staining, and odor-free. These are only a few of his progressive changes to the standard public restroom building that make our buildings truly stand out from the rest.

Over the years, PRC has built one of the largest existing design libraries with plans for: public restrooms, showers, storage, concession stands, scorekeeper booths, laundry rooms, maintenance rooms, and so much more. We strive to design the best looking buildings, but also build buildings that last. We proudly stand behind our quality and finished product with an industry-leading warranty of 20 years structural and 5 years for parts.

Our mission is ***Building Better Places To Go***SM and we are committed to do that every day.



Katie Kaufman-Sherin & Chad Kaufman

To see more of what we can do,
visit our project gallery at:
publicrestroomcompany.com

COMPANY PROFILE

Corporate Headquarters:

Public Restroom Company
2587 Business Parkway
Minden, NV 89423
Office: 888-888-2060
Fax: 888-888-1448
www.publicrestroomcompany.com

Executive Team:

Charles “Chad” E. Kaufman IV, President - chad@publicrestroomcompany.com
Catherine “Katie” A. Sherin, Chief Operating Officer - katie@publicrestroomcompany.com

Staff: 65 employees including in-house design/architectural, manufacturing, and management staff.

Manufacturing: Minden, NV - 10.3-acre site with 60,000 square feet of manufacturing and 8,000 square feet of office.

Outsource Locations: Aumsville, Oregon - 30,000 square feet manufacturing.

Years in Business: Our Founder, Charles Kaufman began the modular restroom industry over 45 years ago and has pioneered solutions that solve the problems in public facilities. Public Restroom Company provides state-of-the-art buildings, designed and built with our proprietary components and features that maintain our industry brand. Public Restroom Company began in 2002 to current date.

History of Firm:

Chuck Kaufman, our Founder, specialized in the design and off-site construction of public restroom buildings for parks, golf courses, campgrounds and public recreation sites. Chad Kaufman, President and Katie Sherin, Chief Operating Officer are continuing the legacy created by their father. The experience we have gained in completing \$100's of millions of specialized public restroom projects is unmatched by any other firm, nationwide. The database of materials, components, and finishes that stand the test of time in the public park environment is valuable in reducing owner vandalism, maintenance costs, and improving public safety. Our client base consists of architects, landscape architects, and government agencies, nationwide.

PROPOSAL FORM

RFP 22-008-03

Submit this Form, completely filled out and signed, along with your completed Proposal, which must include the below listed items in the Request for Proposal.

Proposal must include the following items:

1. ☒ INTRODUCTION
2. ☒ LIST OF SUBCONTRACTORS
3. ☒ ITEMIZED LIST OF ALL COSTS
4. ☒ DESIGN CONCEPT
5. ☒ WORK PLAN
6. ☒ PROJECT SCHEDULE/TIMELINE
7. ☒ REFERENCES
8. ☒ GUARANTEE
9. ☒ INSURANCE CERTIFICATION

The undersigned offers and agrees to perform all work, upon which the prices are quoted, at the price set on the Proposal Form, if this Proposal is accepted within sixty (45) days of the submission due date. The undersigned certifies that all restroom building equipment and materials specified in this proposal meet or exceed all required standards. The undersigned further agrees that if approved, building installation work will be provided by a licensed contractor qualified to install this type of equipment.

Proposer acknowledges receipt of the following Addenda: Addendum 1 (10.6.23) & Addendum 2 (10.12.23)

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the Proposer, this proposal may be rejected.

TOTAL COST OF PROPOSAL: Four hundred thirty-one thousand nine hundred eighty-one

DOLLARS AND 00 CENTS.

(\$ 431,981.00)

PROPOSER'S INFORMATION

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify all of the above figures have been carefully checked and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have visited the project site, aware of existing conditions which affect the work, and reviewed the Contract Documents, including all Addenda.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission

Regulations (Chapter 5, Title 2 of the California Administrative Code).

By signing below, I certify under penalty of perjury under the laws of the State of California and the United States of America, that Non-Collusion Declaration of Contractor; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

1. Proposing Firm Public Restroom Company	2. Type of Business ☒ Corporation ☐ Jt. Venture ☐ Partnership ☐ Individual DBA
3. Business Address 2587 Business Parkway	4. Telephone Number (888) 888-2060
City State Zip Code Minden NV 89423	5. Fax Number (888) 888-1448
6. E-mail Address chrisg@publicrestroomcompany.com	8. Signature of Authorized Person 
7. Name of Authorized Person Charles E. Kaufman IV	

LIST OF SUBCONTRACTORS

The undersigned certifies that he/she has used the sub-bids of the following listed Subcontractors in making up his/her Proposal, and that the duly licensed Subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

CLASSIFICATION	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE NO.
Crane	TBD		

10/16/2023
Date

Public Restroom Company
Proposer's Name

GUARANTEE

The undersigned guarantees to the Owner

That the construction and installation of work for:

Project: New Ramsey Park

Contract: RFP 22-008-03

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which the contract is accepted by the owner, the undersigned agrees to reimburse the Owner, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the owner, to replace any such material and to repair said work completely without cost to the owner, so that said work will function successfully as originally contemplated.

In the event the owner elects to have said work performed by the undersigned, the owner undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor:

Business Name: Public Restroom Company

Name: Charles E. Kaufman IV

Title: President

Signature:  Date 10/16/2023

INSURANCE CERTIFICATION

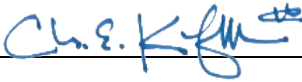
By signing below, I hereby certify that Public Restroom Company
(Insert company name)

is currently insured by an insurance company that is an "Authorized" carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on 6/28/24

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City's insurance requirements as described in the Section entitled "Certificate of Insurance" within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Coalinga as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City.

Charles E. Kaufman IV, President

(Print name)

Signature of Bidder: 

10/16/2023

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501		CONTACT NAME: April Malone-Goodrich PHONE (A/C, No, Ext): (775) 996-6000 FAX (A/C, No): (775) 473-9288 E-MAIL ADDRESS: april.malone@lpins.net															
INSURED The Public Restroom Company DBA Public Restroom Company The Public Restroom Company DBA: PRC 2587 Business Parkway Minden NV 89423		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Transportation Insurance Co</td> <td>20494</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER C: The Continental Insurance Company of Ne</td> <td>42625</td> </tr> <tr> <td>INSURER D: Copperpoint Premier Ins Co</td> <td>12741</td> </tr> <tr> <td>INSURER E: Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER F: Tyasers Insurance Brokers Limited.</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Co	20494	INSURER B: Valley Forge Insurance Co	20508	INSURER C: The Continental Insurance Company of Ne	42625	INSURER D: Copperpoint Premier Ins Co	12741	INSURER E: Houston Casualty Company	42374	INSURER F: Tyasers Insurance Brokers Limited.	
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COVERAGES

CERTIFICATE NUMBER: CL2362184159

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7039765201	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			7039766638	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7039768325	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
G	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		1027585 (CALIFORNIA) WC928998795204 (OTHER STATES) 1027583 (NEVADA)	6/30/2023 6/30/2023 6/30/2023	6/30/2024 6/30/2024 6/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESSIONAL LIABILITY			HCC2369023	6/30/2023	6/30/2024	Aggregate/Each Claim-Ded. \$10,000 \$2MILL/\$1MILL
F	MARINE CARGO STOCK			B0572MA227018	11/15/2022	11/15/2023	Any One Loss/Any One Conveyance \$2MILL/\$1MILL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

jennifer@publicrestroomcompar

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Malone-Goodrich/APR

April C. Malone

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ACORD 25 (2014/01)

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INS025 (201401)

REFERENCES

The Proposer shall provide below at least three (3) separate project references with similar size and design of building and restroom services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Client	City of Pomona, CA
Contact Name	Danny Whaley
Phone Number	(909) 620-2481
Email	danny_whaley@ci.pomona.ca.us
Project Name	Hamilton Park Renovation
Description and Year Completed	Prefabricated Restroom Building Installed: June 2023

Reference #2	
Client	Coalinga-Huron Rec & Park, CA
Contact Name	Brian Fulce
Phone Number	(661) 747-6914
Email	brianfulce@gmail.com
Project Name	Keck Park
Description and Year Completed	Prefabricated Restroom Building Installed: February 2022

Reference #3	
Client	City of Lompoc, CA
Contact Name	Mario Guerrero Jr.
Phone Number	(805) 875-8095
Email	m_guerrero@ci.lompoc.ca.us
Project Name	Thompson Park
Description and Year Completed	Prefabricated Restroom Building Installed: July 2018

REFERENCES

PROJECT REF#: 11380-9/25/2022-0



RESTROOM BUILDING POMONA, CALIFORNIA HAMILTON PARK RENOVATIONS

ADJUST MANUFACTURING OF RENOVATIONS ONLY FOR REPRESENTATIVE, CLOSING AND MATERIALS ARE SUBJECT TO CHANGE
COPYRIGHT 2022, PUBLIC RESTROOM COMPANY HAS MAINTAINED THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND THERE MAY BE
APPROPRIATE, LATER OR PREVIOUSLY BE EXCLUDED BY THE WORKS OF PUBLIC RESTROOM COMPANY



PROJECT REF#: 10984-3/18/2021-0



RESTROOM BUILDING KECK PARK COALINGA-HURON

ADJUST MANUFACTURING OF RENOVATIONS ONLY FOR REPRESENTATIVE, CLOSING AND MATERIALS ARE SUBJECT TO CHANGE
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COMPANY AND THERE MAY BE APPROPRIATE, LATER OR PREVIOUSLY BE EXCLUDED BY THE WORKS OF PUBLIC RESTROOM COMPANY





THOMPSON PARK – LOMPOC, CA

Work Plan

PRC CURRENT TIMELINE

Submittal Package – 6-8 weeks from the date the contract is fully executed.

Construction Drawings & Engineering – 6-8 weeks after receipt of approved Design and Color Submittals.

State Approval Process – 3 weeks after engineering is complete.

Delivery & Installation – 240 days after State Approval.



4630 West Jennifer Avenue, Suite 101
Fresno, California 93722-6415
Tel: (559) 447-9075
Fax: (559) 447-9074
Email: Info@TriCityEngineering.com
www.TriCityEngineering.com

ADDENDUM NO. 01

CITY OF COALINGA Ramsey Park Project – Prefabricated Park Restroom Design, Delivery, & Installation RFP 22-008-03

Original Bid Date: 10/09/2023, 4:00 P.M.
Revised Bid Date per THIS ADDENDUM: **10/16/2023**

10/06/2023
Issued By:

A handwritten signature in black ink, appearing to read "Erika Lansburgh", is written over a horizontal line.

Erika Lansburgh, Project Engineer
Tri City Engineering, Inc.

Amended ADDENDUM No. 01

Date: October 6, 2023

Project: Ramsey Park – Prefabricated Park Restroom Design, Delivery & Installation

Project No.: RFP 22-008-03

Owner: City of Coalinga

NOTICE: TO ALL PRIME CONTRACTORS

This Addendum, which is issued for clarification and interpretation, forms a part of the Construction Specifications and modifies the original Request For Proposal (RFP) Documents dated September 18, 2023 only to the extent stated herein. Submit this addendum, signed by the bidder, as a part of the Bid Form.

PLEASE ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND FAXING OR EMAILING THIS SHEET, PAGE A1-1 ONLY, TO (559) 447-9074 OR INFO@TRICITYENGINEERING.COM.

Company Name: Public Restroom Company

By: Charles E. Kaufman

Date: 10/16/2023

Acknowledge receipt of this Addendum in the space provided in the Proposal. Failure to do so may disqualify the Bidder.

This Addendum consists of a total of two (2) pages, consisting of the following:

1. ADDENDUM No. 01, dated October 5, 2023. Total of 2 pages.

CHANGES TO RFP 22-008-03

1. The original bid date October 9, 2023 has been extended to Monday, October 16, 2023, 4:00 PM.

ANSWERS TO PROPOSERS' QUESTIONS

- Q1.** Section H of the Construction Specifications of the RFP 22-008-03 (as shown in the picture below) specifies licensing for the State of California is required? For those outside of California and typically sell and delivery within California, are these requirements necessary to submit a proposal?

H. Licensing

The subcontractor must comply with all the State of California; Department of Housing prefabricated "Commercial Coach requirements" as follows:

1. The building *manufacturer* must be licensed by the State of California, Department of Housing as a manufacturer for the last five years, to verify experience.
2. Submit a copy of the all the current licenses for verification with bid.
3. The selling dealer must be a California licensed dealer and present their license for verification with the bid.
4. The licensed dealer must also possess a State of California Contractors License Board Class B License and present their license for verification with the bid.

- A1.** The following summarized answers will be provided per the RFP Section H Requirements 1-4:

1. According to IB 2022-05 and CCR Title 25, section 3020, 4024; The California State Department of Housing and Community Development (HCD) regulates commercial modulars [HSC section 18001.8] for compliance with their adopted building codes and accessibility standards. Every commercial modular building must be approved by HCD for the proposed occupancy classification. The HCD approval tag and insignia must be present and visible on each portable section of the modular.
 - a. This means all Manufactured Homes and Commercial Modulars imported or sold in the state of California are required to be manufactured by a manufacturer that has obtained their California Manufacturers License. Additionally, Manufactured Homes and Commercial Modulars can only be sold by vendors that have obtained their California Dealers license for the type of units the intend to sell.

Amended ADDENDUM No. 01

2. Ultimately the City of Coalinga will review and approve the RFP awardee. As a proposer and representative of the manufacturer, if you feel like you have appropriate license(s) please provide all information in the proposal.
3. According to the Manufactured Housing Act of 1980, license applicants are required to obtain a license for selling commercial modulars from the California State Department of Housing and Community Development (HCD). As referenced in Answer 1.a above, Manufactured Homes and Commercial Modulars can only be sold by vendors that have obtained their California Dealers license for the type of units the intend to sell.
4. The awarded restroom vendor will technically be a subconsultant for the overall Ramsey Park Projects General Contractor which will have a Contractors State License Board (CSLB) license. If the restroom vendor does not have a CSLB license then there may be a way for the General Contractor to install the restroom while the vendor oversees the installation. If this is the case, please add an area with details in your proposal.

Q1. Is the proposed CMU Block Prefabricated Modular Restroom considered a Commercial Modular?

A1. We are in the process of getting confirmation that the proposed restroom for this project is considered a modular restroom. If it is then the California licenses will be required, if it is not then there may be a way the licenses are not required. We have pushed the submission deadline out another week in order to obtain an official answer. Will you make sure to contact everyone once we receive an update.



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Fresno, California 93722-6415
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Fax: (559) 447-9074
Email: Info@TriCityEngineering.com
www.TriCityEngineering.com

ADDENDUM NO. 02

CITY OF COALINGA Ramsey Park Project – Prefabricated Park Restroom Design, Delivery, & Installation RFP 22-008-03

Bid Date: 10/15/2023, 4:00 P.M.

10/12/2023

Issued By:

A handwritten signature in black ink, appearing to read "E. Lansburgh", is positioned below the "Issued By:" text.

Erika Lansburgh, Project Engineer
Tri City Engineering, Inc.
ELansburgh@TriCityEngineering.com

ADDENDUM No. 02

Date: October 12, 2023

Project: **Ramsey Park – Prefabricated Park Restroom Design, Delivery & Installation**

Project No.: **RFP 22-008-03**

Owner: **City of Coalinga**

NOTICE: TO ALL PRIME CONTRACTORS

This Addendum, which is issued for clarification and interpretation, forms a part of the Construction Specifications and modifies the original Request For Proposal (RFP) Documents dated September 18, 2023 only to the extent stated herein.

Acknowledge receipt of this Addendum will be in a “read email” notification when sending this email to your main contact.

This Addendum consists of a total of one (1) page, consisting of the following:

1. ADDENDUM No. 02, dated October 12, 2023. Total of 1 page.

CONFIRMATION TO PROPOSERS' QUESTIONS

- Q1.** Section H of the Construction Specifications of the RFP 22-008-03 (as shown in the picture below) specifies licensing for the State of California is required? For those outside of California and typically sell and delivery within California, are these requirements necessary to submit a proposal?

H. Licensing

The subcontractor must comply with all the State of California; Department of Housing prefabricated “Commercial Coach requirements” as follows:

1. The building *manufacturer* must be licensed by the State of California, Department of Housing as a manufacturer for the last five years, to verify experience.
2. Submit a copy of the all the current licenses for verification with bid.
3. The selling dealer must be a California licensed dealer and present their license for verification with the bid.
4. The licensed dealer must also possess a State of California Contractors License Board Class B License and present their license for verification with the bid.

- A1.** The following summarized answers will be provided per the RFP Section H Requirements 1-4:

1. According to the California State Department of Housing and Community Development (HCD) the prefabricated modular restroom for this project requires a manufacturer license.
 - a. If this is something that you plan on obtaining for this project but have not yet received, please add plan of action details within your proposal.
2. The answer provided in Addendum No.1, dated 10/6/23, remains the same. The City of Coalinga will review all proposals and make a determination of the awardee.
3. The answer provided in Addendum No.1, dated 10/6/23, remains the same. A California dealer license is required.
4. The answer provided in Addendum No.1, dated 10/6/23, remains the same. If you do not have a CSLB license there may be a way for the General Contractor to install the restroom, please add an area with details in your proposal.

- Q2.** Is the proposed CMU Block Prefabricated Modular Restroom considered a Commercial Modular?

- A2.** Yes, the California State Department of Housing and Community Development has confirmed that the prefabricated modular restroom for this project is a commercial modular and there is no test to become a California Licensed Manufacturer. Test are only required to become a Dealer or a Salesperson. The test are based on the types of units that they intend to sell, we have test that are specific to Commercial Modulares and Specific to Manufactured Homes.

Price Proposal: New Ramsey Park
Owner: City of Coalinga, CA
Due Date: October 16, 2023, 4 PM
Reference: 11748-10/12/2023-0
Public Restroom Company Licenses: Contractor # CA 822966B CA DIR # 1000005303

Our Offer to Sell:**1. Prefabricated Restroom Building delivered to site \$ 397,298**

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 \$ 34,683

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 the buildings 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 \$ 431,981

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; including final construction documents and structural calculations 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.
 14. Any Fire Suppression Systems by others, not by PRC.
 15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by 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

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 90 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

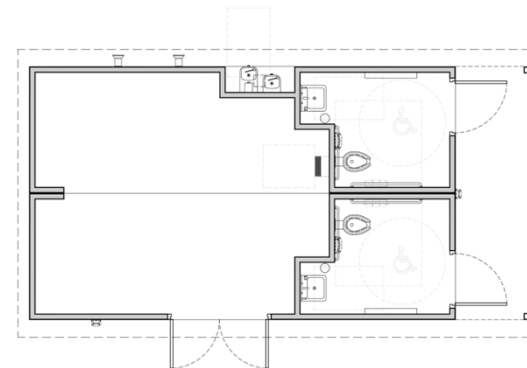
Legal Entity Name and Address

DESIGN CONCEPT

Color Palette Available PPG

<https://www.ppgpaints.com/>

- Physical color combination chart will be sent with the Submittal Package.



FLOOR PLAN
SCALE: NOT TO SCALE

PARK NEW RAMSEY RESTROOM/ STORAGE BUILDING
COALINGA, CALIFORNIA

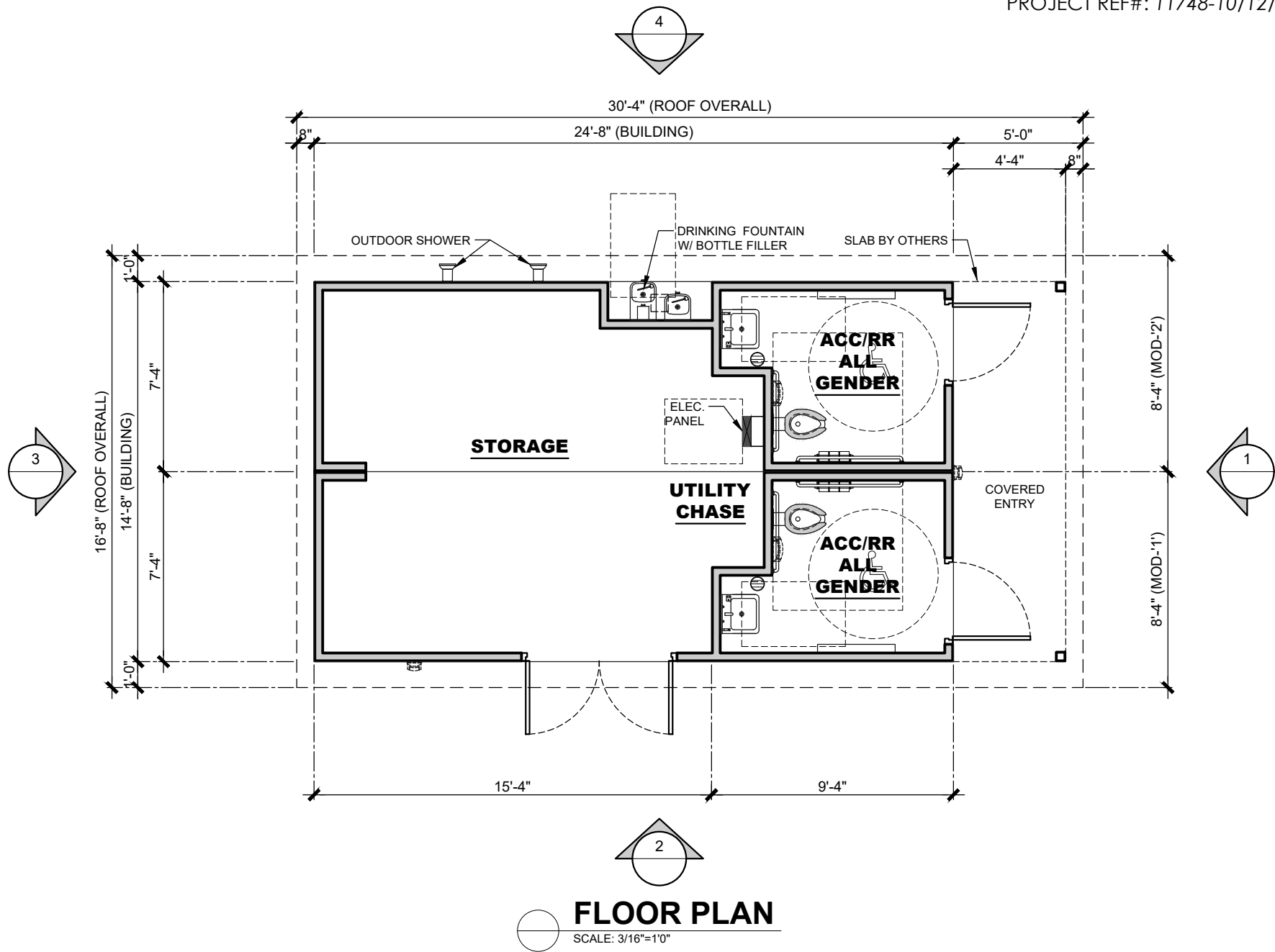
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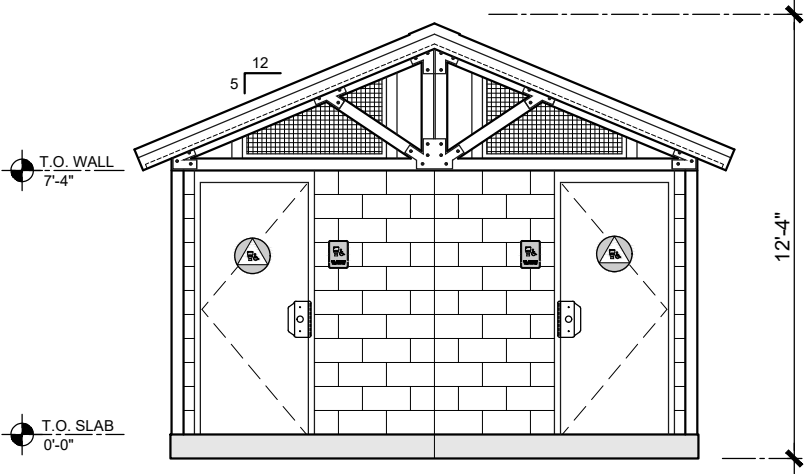
PUBLIC RESTROOM COMPANY
Building Better Places To Go.™

www.PublicRestroomCompany.com

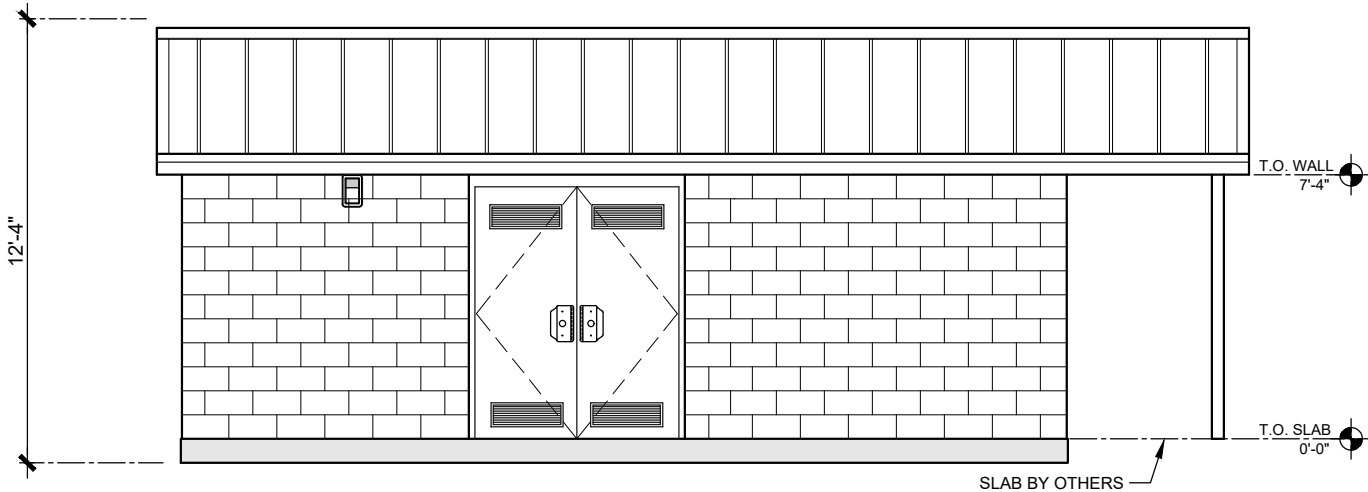
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



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			PROJECT #: 11748	DRAWN BY:	
			START DATE: 10/12/2023	DRAWN BY: EOR	

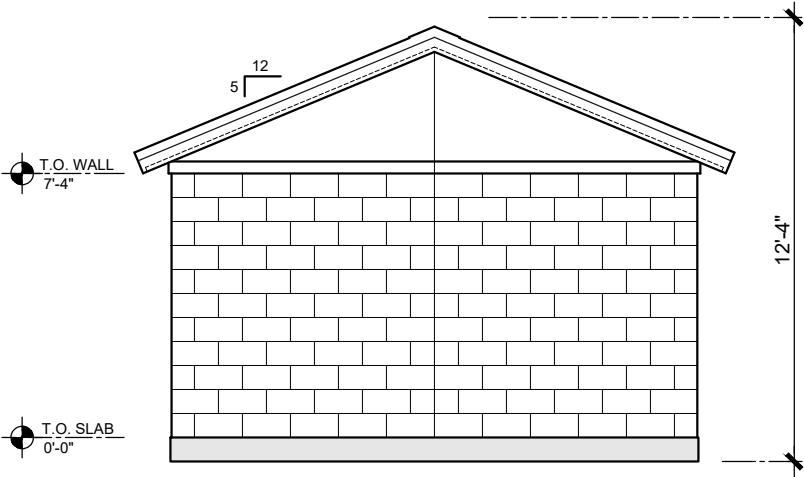


 **ELEVATION 1**
SCALE: 3/16"=1'-0"

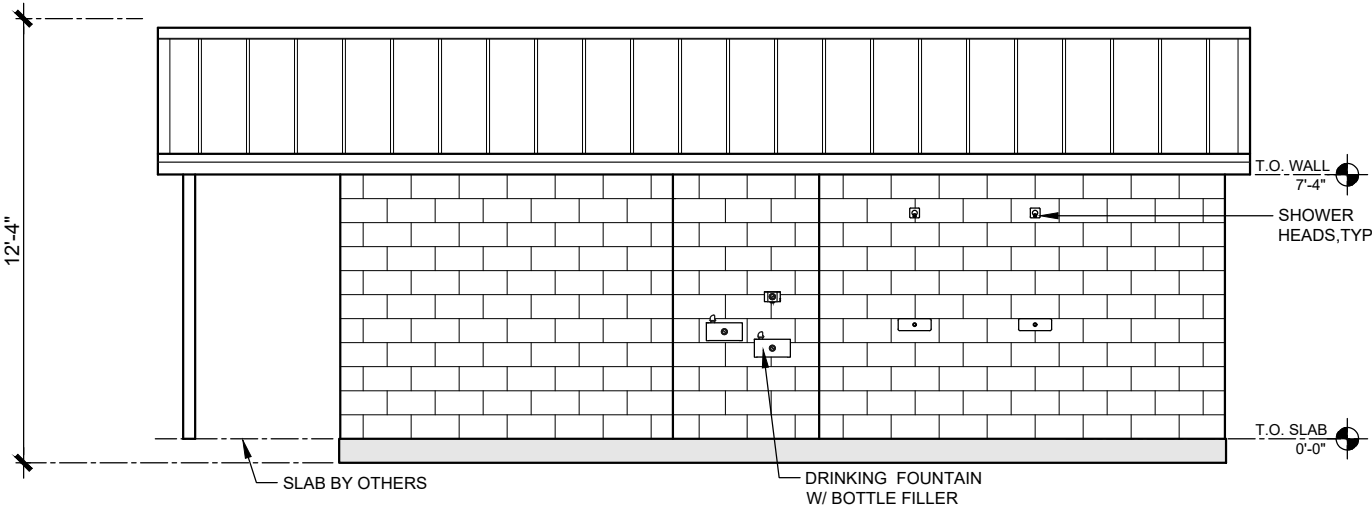


 **ELEVATION 2**
SCALE: 3/16"=1'-0"

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			PROJECT #: 11748	DRAWN BY:	
			START DATE: 10/12/2023	DRAWN BY: EOR	



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



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

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			PROJECT #: 11748	START DATE: 10/12/2023	
				DRAWN BY: EOR	

SCOPE OF WORK

PRC RESPONSIBILITIES

PROVIDE PLANS: PRC provides two sets of plans, first is design/development drawings for the owner to approve and send back to finalize colors. Then PRC will produce and forward “State Approved Stamped” plans and engineering calculations for permitting to comply with local building department requirements.

CONSTRUCTION OF BUILDING: PRC manages quality control and certification of off-site/factory construction to comply with approved plans.

PERMITS: Manufacturing and transportation permits provided by PRC.

UTILITY CONNECTIONS: PRC field staff will take the utilities from the building pad to the 6’ connection point outside of the building pad, and tie them in, if services are available. If services are not available at the time of installation, connections become the owner’s responsibility. All utility connections are made inside the building and tested if services are available.

DELIVERY AND INSTALLATION: PRC will install the building turnkey. Transportation costs, crane costs, and applicable taxes are paid by PRC.

WARRANTY: All work performed by PRC shall be warranted to the owner to be free of defects in materials, workmanship, and title for 5 years from the date of acceptance of completed work.

OWNERS RESPONSIBILITIES

PROVIDE SITE ACCESS: Owner will certify and provide suitable delivery access to the proposed building site. Suitable access is 14’ minimum width, 16’ minimum height clearance, and sufficient turning radius for a 70’ tractor-trailer and the crane. The crane must be able to get within 35’ from the building center, and the delivery truck must be within 35’ from the crane center pick point.

PREPARE BUILDING PAD: Site pad and footing specifications will be supplied by PRC and will be the owner’s responsibility to have the pad and footings (*if footings are required*) ready to receive the building by time of delivery. Owner will supply PRC with a pile of course construction sand for our crew to perform final grade on the building pad.

UTILITY CONNECTIONS: Owner is to bring the water, sewer, and electrical connections to within 6’ of building pad. Owner is required to run appropriate wiring to the breaker box and the final utility connections will be performed by others.

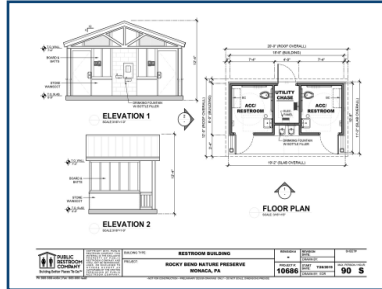
BUILDING PERMITS: Owner is to provide necessary permits for the site work and utility work.

PRC BUILDING WARRANTY

20 YEAR STRUCTURAL | 5 YEAR PARTS & FIXTURES



1 | Design & Renderings for Client Approval



2 | Engineered Drawings & State Approved Plans



3 | Engineered Rebar Mat ready for Concrete Pour



4 | Finished Slab of Specialized Moisture Resistant Concrete



5 | CMU Walls Constructed on Concrete Slab



6 | Turnkey Electrical, Plumbing, and Fixtures



7 | Roof is Installed on CMU Walls



8 | Shrink Wrapped prior to Transportation to Site



9 | Sub-Grade Pad Preparation



10 | Drop-In-Place Installation with a Crane



11 | Finished Building & Ready to Go! (literally)

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.

PRC’s 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.

Project Name: _____

Date of Installation: _____

Effective Date of Warranty Period for Components: _____

Effective Date of Warranty Period for Structural: _____

Warranty Contact: Catherine Sherin, Public Restroom Company: 888-888-2060

Approved: _____
Catherine Sherin, Chief Operating Officer

Accepted by Obligee: _____

Name and Title: _____