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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

THE PUBLIC RESTROOM COMPANY, a Nevada corporation

September 12, 2018

By Chas. E. Kaufman  
Name Charles Kaufman  
Title President

September 12, 2018

By Chas. E. Kaufman  
Name Charles Kaufman  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Sept. 24, 2018

By R. B. M.  
City Manager

"City"

This First Amendment to Contract No. 34567 is approved as to form on

9/18, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT A

Drake/Chavez Soccer Field Restroom Proposal

**Proposal: Drake/Chavez Soccer Fields, City of Long Beach, CA**

**Date: July 3, 2018**

**Our Offer to Sell:**

**1. Restroom/Storage Building delivered to site @ \$305,215**

Public Restroom Company herein bids to *furnish (Same finishes and components at the Marina Vista building with smooth stucco exterior finish, 26 gauge standing seam metal roof, stainless steel fixtures/countertop (integral baby-changing), lifetime-warranty LED interior and exterior light fixtures, pultruded fiberglass doors and jambs, stainless steel anti-microbial door pulls, cast aluminum signage wrapped 14 gauge rake and fascia, pultruded fiberglass vent screens, 5/20 year warranty, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

**2. Installation: Turnkey Installation of the Building above @ \$20,983 with retention allowed.**

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

- a. Arrive onsite to confirm and verify the 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.

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

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

**4. Total Cost of building and installation @ \$326,198**

## **OWNER SCOPE OF WORK WITH/WITHOUT FOOTINGS:**

### **Owner Scope of Work Background:**

Owner shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

### **Preparation of Building Pad:**

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

### **Subgrade Pad/Foundation Requirements:**

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

### **Owner verification of site access to allow Building Delivery:**

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

### **Installation Notice and Site Availability:**

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

### **Caution:**

*If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner shall sign the change order before we will continue delivery.*

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

### **Utility Connections:**

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

### **Special Conditions, Permits, and Inspection Fees:**

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

### **Jurisdiction for Off-site Work:**

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does

not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

#### **PUBLIC RESTROOM COMPANY SCOPE OF WORK:**

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

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

##### **Special Payment and Billing Terms:**

We invoice for engineering and architectural plans upon submittal. Then we provide a final invoice upon building installation and include certified factory inspection reports from our third-party inspection agency on behalf of California Department of Housing and Community Development.

In the event of project stoppage or delays in projected installation dates, additional fees may be assessed for re-mobilization, storage, crane costs, etc. If delays for installation are at no fault of PRC, we will invoice total project cost, less installation and require payment upon receipt of invoice. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

##### **Delivery and Installation:**

##### **Site Inspection:**

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

##### **Installation:**

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

**Installation of Utilities under the Prefabricated Building:**

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

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

**Connection of Utilities Post Building Placement:**

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

**Electrical:**

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

**Plumbing:**

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

**Sewer:**

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

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

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

**Time of Completion:**

PRC estimates a 150 day completion date to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

**Exclusions/Exceptions:**

1. Access issues for delivery of the building when the owner has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
2. If weather on site causes site delivery issues the delivery may have to be diverted to an offsite location and the additional costs will be a change order to the bid. Our staff works with the general/owner in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes generals/owners take risks for weather but this risk is clearly at the generals/owners risk, not PRC. Survey, excavation, and installation of the building pad and footings (if required) per our attached plans.
3. Sidewalks outside the building footprint. Improper water pressure, an undersized meter, or improper water flow to the building.
4. Any trench plates needed for protection of site soils, sidewalks, or site utilities. Any site soils damage or other site improvements, if damaged during installation are by others. Bonds, building permits, site survey, special inspection fees, minor trash removal, final utility connections, minor plumbing leaks if water is not available when building site work installation is complete, site soils or improvements if damaged during installation, landscaping.
5. Survey, excavation, and installation of the building pad and footings (if required) per PRC plans.
6. Soil conditions not suitable for bearing 1500 psf. If no soils testing report is available before bid, general/owner must verify site supporting soils at a minimum of 1000 psf because that's the least we can place our structures on or owner or engineer of record must design a foundation system to meet the imposed loads of site placement.
7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for the structure to install a 30 gallon pressure tank to provide the minimum flow rate and pressure. Building water service chlorination, post installation, is by others and not PRC.
8. Bonds, building permits, a site survey, special inspection fees, minor trash removal, final utility connections to the onsite water, sewer and electrical are by others. Since the building

is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed,) is by others.

9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to you.
10. The Owner shall be responsible for minor site debris removal or a location for placement on site (nominally one pickup truck of shipping materials).
11. Site Traffic Control, if applicable, shall be by General not PRC.

**Insurance and Prevailing Wage Certification:**

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

**Special Insurance to protect the Building before acceptance:**

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

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

**Errors and Omissions Insurance:**

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

**WARRANTY**

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

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

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

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

**Term of Offer to Sell and Owner's Acceptance:**

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

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

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

**Venue for Contract Jurisdiction:**

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, NV. In the event of your default, PRC shall be entitled to the full amount due including reasonable

attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

**No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.**

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

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

Accepted by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Legal Entity Name and Address