

Final Price Proposal: Mansfield Sports Park**Date: June 20, 2014****BuyBoard Contract Number: 423-13**

We offer to *furnish and install* the public restroom building quoted below for this project. We offer to construct off-site, deliver, and turn-key install the building on-site, subject to any exceptions noted in our "Scope of Work" herein.

Cost for the restroom building turn-key installed: \$178,977**OWNER SCOPE OF WORK:****Preparation of Building Pad:**

Pad Requirements:

1. 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 14" below finished building floor elevation.
3. Furnish and install compacted to 90% class 2 road base.
4. Furnish and stock pile within 10' from the building footprint coarse mason sand ready for placement on the pad by our staff after we set and gain approval to cover the underground piping.
5. Some sites may require footings for soils conditions, frost protection, or owner mandated building code requirements. If footings are required for this project, you will be responsible for the site footings.

Owner verification of site access to allow Building Delivery:

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. Our cost is based upon the crane 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 pick point. 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. If trench plating is required, it shall be the cost responsibility of the Owner. 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 when they are available. PRC will use its own trained staff for the installation.

Utility Connections:

The Owner is responsible for flushing line for water before final connection. The Owner is responsible for final connections of water, sewer, and electrical at the exterior ground boxes we furnish, nominally 6 feet from building line. PRC provides a POC for water, a DWV waste line with clean out for connection, and an electrical schedule 80 PVC sleeve at an exterior ground box for your electrician to run your electrical service wire through our conduit up to the panel and tie off the lugs.

Special Conditions, Permits, and Inspection Fees:

The Owner is responsible for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required. 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 that manages prefabricated building in the state or the local CBO, (when the State does not provide certification.) If the responsibility for building inspection is the local CBO we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and whose staff has been thoroughly trained to fabricate our custom buildings to our standards. We manage quality control in our off-site production facility to comply with the approved drawings and provide 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.

Terms of Payment for Building: We invoice for engineering and architectural plans upon submittal. Then we invoice monthly on a percentage of completion basis for in plant construction. We provide you with progress invoices to coincide with your monthly billing cycle; certified inspection reports in plant, and photos to verify in plant progress. Since the prefabricated building (materials) represents 90% of the project cost and is a product (materials), we expect our billings to be paid as we do not accept withholding of retention.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

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

Installation:

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

Installation of Utilities Under the prefabricated Building:

We fabricate off-site an underground utility (electrical, water, and DWV) preassembled plumbing and electrical tree. Our site staff will excavate the trenches and set the plumbing and electrical tree into code depth excavated trenches.

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.) All you have to do is bring 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 service connections at the POC.

Electrical:

We provide the electrical conduit to the POC 6' from the building. You pull the wire and tie it off on the electrical panel.

Plumbing:

You will connect the water to our stub 6' from the building footprint within the curb box we furnish and you will flush the line per local code.

Sewer:

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

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

Before the building leaves the manufacturing center, we test the water piping, 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. **You are responsible** for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 90 day schedule to complete the project from receipt of final "notice to proceed" and written approval of the project architectural drawings by the owner. The time of completion is listed on the final quotation sheet.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the Owner contractor has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC.
2. Any trench plate requirements for protection of site soils, sidewalks, or site utilities.
3. Sidewalks outside the building footprint.
4. Survey, excavation, and installation of the building sub-grade pad.
5. Soil conditions not suitable for bearing 1500 psf.
6. Improper water pressure, an undersized meter, or flow to the building.
7. Local 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.
8. Traffic control requirements coordinated by the Owner.

Clarifications:

Our crane costs, which are included herein, are based on a 35' maximum radius distance from the center pin of the crane to center point of the furthest building. If additional distance requires a larger crane, additional costs will be assessed by change order to you.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required bid specification insurance requirements, prevailing wage reports, and safety requirements of the project, including the recently promulgated 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 and Owner contractor 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 \$1,000,000 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 will repair or replace at their sole option any defects in work upon proper notice to the below stated address. 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 and Acceptance:

This offer is valid for acceptance within 30 days. If our offer is not accepted within 30 days, cost increases may be added based upon any increases in our costs.

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.

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 Victoria County, Texas. 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 PRC.

Offered by: Public Restroom Company by

Chuck Kaufman, President

Project: Mansfield Sports Park

By signature below the general contractor provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company as approved by the owner. Once the owner accepts the preliminary submittals, this shall become a final purchase agreement or at the discretion of the general contractor a final purchase order or contract may be substituted with this Scope of Work attached.

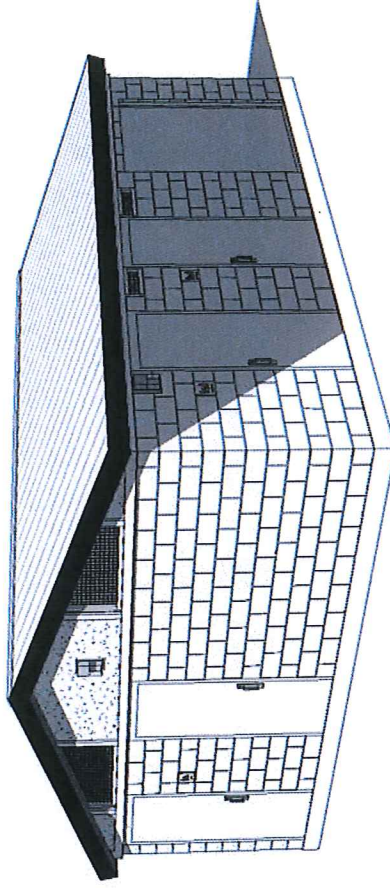
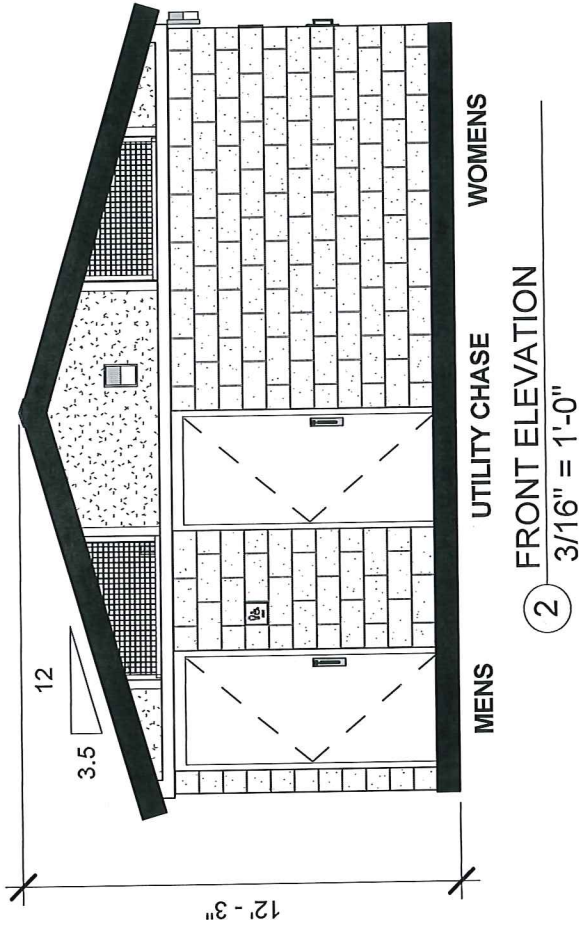
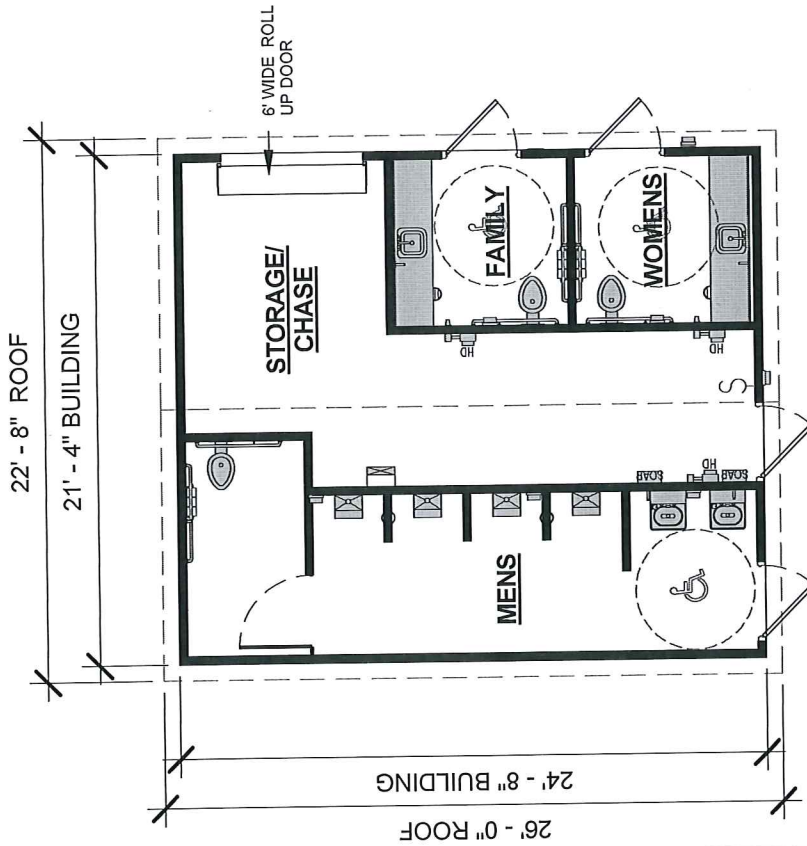
Accepted by:

Authorized signature

Date

Printed Name

Legal Entity Name and address _____



OPTION 2

REVISION BY:	REVISION DATE:	REVISION #
DATE: 6/19/2014	DRAWN BY: EOREVE	
PROJECT #TX. B. B.		
MAXIMUM PERSON AN HOUR:		
		375 M

RESTROOM BUILDING

MANSFIELD SPORTS PARK

MANSFIELD, TX

BUILDING TYPE:

PROJECT:

PUBLIC RESTROOM COMPANY

Building Better Places To Go.™

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

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE. DIMENSIONS PRESIDE