



## **TURNKEY QUOTATION**

**PROJECT NAME:** DOW PARK PAVILIONS  
**OWNER:** CITY OF DEER PARK, TX  
**DATE:** 17 OCTOBER 2016

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

## **PRELIMINARY PURCHASE PRICE**

### **BUYBOARD CONTRACT 423-13**

<b>RFL BASE MODEL # AW624CN2ST / AW101ST</b>	<b>@</b>	<b>\$ 322,240.00</b>
<b>INSTALL</b>	<b>@</b>	<b>\$ 18,000.00</b>
<b>TOTAL WITH BUYBOARD DISCOUNT</b>	<b>@</b>	<b>\$ 340,240.00</b>
 <b>FREIGHT AND CRANE</b>	 <b>@</b>	 <b>\$ 63,000.00</b>
<b>TOTAL BUYBOARD W/ FREIGHT AND CRANE</b>	<b>@</b>	<b>\$ 403,240.00</b>

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

## **HOW WE WORK**

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the construction time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. In-plant inspection reports and certifications will be provided by an independent inspection agency. The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. After the site prep has been completed, our crew arrives to perform the installation. They will verify elevation, offsets, location, and access.

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Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill.

**CLIENT'S SCOPE OF WORK**

**TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB**

**1. SURVEY STAKES:**

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

**2. SUBGRADE PAD:**

Preparing the site is fairly simple. Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. If soils are poor, it may be necessary to import six inches of Class II base rock, and pour for a footing and/or piers. (This is not necessary if native soils will compact)
- 2.3. Compact to 95%, or to local code requirement.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. Depending on weather, all irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.

**3. SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (up to 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by CLIENT. CLIENT is

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responsible for removing any overhead obstructions (i.e. power lines, trees). This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

**4. UTILITIES:**

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish and install a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must connect service to valve.
- 4.2. Sewer: RFL will furnish and install a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must connect service.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available when we depart the site, testing and minor leaks will be the responsibility of the CLIENT.
- 4.5. A minimum 1½" line with 25 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

**5. SPECIAL CONDITIONS AND COSTS:**

If specifications by owner require any testing or special inspections, costs, if any, shall be borne by CLIENT.

**6. PERMITS AND FEES:**

All building permits and fees shall be borne by CLIENT.

**7. INSPECTIONS:**

It is very important that the CLIENT understand that our costs are based upon fast track construction and that delays for inspection are an impediment to the timely completion of the project. We seek the full cooperation of the CLIENT and local building officials or project inspectors in accomplishing this end. We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's

completion of installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

**8. SITE CLEANUP AND DEBRIS REMOVAL:**

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be responsibility of CLIENT. All rough and final grading shall be by CLIENT.

**9. SOILS INFORMATION:**

Even though the building department may not require an official soils report, it is always a good idea to obtain one. Our slab requires a minimum allowable soil bearing pressure of 1,000 psf. This value needs to be confirmed, on site, by the owner, or through the owner's contractor, and not by RFL. The need to obtain a soils report is only a recommendation by RFL. Ultimately, it is up to the owner and the local jurisdiction to decide whether or not to pursue evaluating the soils beyond the generally conservative assumptions given in current applicable codes.

**STANDARD TERMS AND CONDITIONS OF SALE**

**1. LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

**2. ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within thirty (30) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Sales tax is not required provided the structure is installed by RFL. All Use taxes, and applicable in plant taxes, permits and fees are paid for by RFL. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 10% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of

any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All Products produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including

reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

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John Putman, President

\_\_\_\_\_  
Date

Client Name

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Name and Title

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Date

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