



County of Santa Cruz 0259

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

October 2, 2000

AGENDA: October 17, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: GREYHOUND ROCK RESTROOM

Dear Members of the Board:

On September 19, 2000, your Board directed the Parks Department to return on or before this date with an agreement between Restroom Facilities Corporation and the County of Santa Cruz, for the purchase and installation of a pre-fabricated restroom building for Greyhound Rock.

The Parks Department has completed the contract negotiations with Restroom Facilities Corporation for the purchase and installation of a pre-fabricated waterless restroom building for Greyhound Rock. The total cost for the "turn key" restroom building is \$39,601, which includes the installation. The restroom building is constructed under shop conditions and is shipped to the site fully constructed. The only work remaining at the site is the excavation and placement of the 2,000 gallon holding tank and the footing preparation.

In consideration that the restroom building is a pre-fabricated unit and is fully constructed before it is shipped, Restroom Facilities Corporation requires a payment deposit in the amount of 80% of the construction cost of the building prior to shipping. In the case of the Greyhound Rock restroom building, the deposit will be \$30,122.40. The remaining \$9,178.60 will be released to Restroom Facilities Corporation following the installation of the restroom building and final acceptance by the County. Funding for the project is available and budgeted for FY 2000/2001 in account 191078/6610.

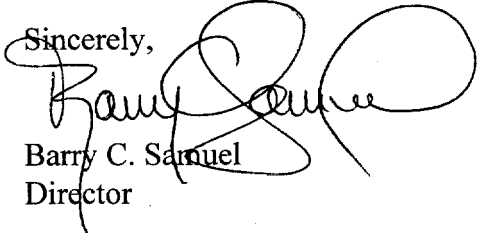
The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community

It is therefore RECOMMENDED that your Board:

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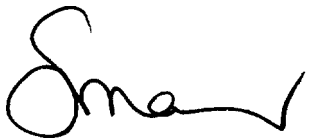
1. Approve the agreement with Restroom Facilities Corporation in the amount of \$39,601 and authorize the Director of the Department of Parks, Open Space & Cultural Services to sign the agreement on behalf of the County.
2. Authorize the County to pay Restroom Facilities Corporation a deposit in the amount of \$30,122.40 prior to the shipment and installation of the restroom building.
3. Approve a project contingency fund in the amount of \$3,930, and authorize the Director of the Department of Parks, Open Space and Cultural Services to sign change orders on behalf of the County.

Sincerely,


Barry C. Samuel
Director

BS:bo

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachment: ADM 29, Contract

cc: Auditor-Controller, Office of the County Counsel, CAO, Restroom Facilities Corporation, POSCS, General Services

GREYHOUND RR CONTRACT BL

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The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0261

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) 10/2/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency)
and Restroom Facilities Corp., 400 Western Road, Reno, Nevada 89506 (Name & Address)
- The agreement will provide construction and installation services for a pre-fabricated waterless restroom building for Greyhound Rock Coastal Access.
- The agreement is needed because the County cannot provide the services
- Period of the agreement is from October 17, 2000 to June 30, 2001
- Anticipated cost is \$ 39,601 plus \$3,930 contingency = 43,531 (Fixed amount; Monthly rate: Not to exceed)
- Remarks: The total cost of \$43,531 includes a contingency fund in the amount of \$3,930
- Appropriations are budgeted in FY 2000/2001, 191078 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 0 2269 Date 10/3/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Erector of County Parks to execute the same on behalf of the County of Santa Cruz

(Agency).
Remarks: [Signature] County Administrative Officer
By [Signature] Date 10/10/00
(Analyst)
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - initials
Co. Admin. Officer - Conory
Auditor-Controller - Pink
Originating Dept. - Goldenrod
To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
_____ 19 _____ By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RESTROOM FACILITIES CORPORATION, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following: Per Exhibit A Contractors proposed scope of work, provide County six (6) sets of civil-engineered shop drawings of "turn-key" restroom for approval and permit purposes. Drawings must be wet stamped by a fully registered California civil engineer. Once the Contractor has received one set of approved shop drawing, Contractor shall construct, ship and install Restroom Facilities Corporation Model #940080 restroom building to the designated location of Greyhound Rock coastal access Point located approximately 16 miles north of Santa Cruz on Highway One. Contractor shall be responsible for the immediate site work which includes site excavation for the holding tank(s), building foundation, and miscellaneous site preparation for the installation of a "turn key" restroom facility. County shall obtain and pay for all permits required for plan approval and building installation, including any inspection and testing costs associated with the project. **Contractor shall provide County a Faithful Performance Bond in the amount of 100% of the proposal.**

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: An amount not-to-exceed **\$36,556.00** for the restroom building, an amount not-to-exceed **\$1,600.00** for excavation and site preparation, an amount not-to-exceed **\$1,445.00** for Performance Bond for a total not-to-exceed cost of **\$39,601.00** for the work described above and as outlined in Exhibit A. However, COUNTY agrees to pay CONTRACTOR **\$30,122.40** prior to CONTRACTOR shipping the pre-fabricated restroom building to the project site. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Following the delivery of the restroom building to the project site, such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed thereafter.

3. **TERM.** The term of this contract shall be until June 30, 2001. However, the CONTRACTOR agrees to complete the construction services as described above and as outlined in Exhibit A within sixty (60) calendar days from CONTRACTOR receiving the County approved set of shop drawings.

This Agreement may be extended upon mutual agreement by both parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party.

5. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONTRACTOR will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services. The additional services, if required, shall be authorized through the issuance of a Construction Change Order.

6. **INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officers, agents, employees and

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. INSURANCE. CONTRACTOR at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post

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agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is **contingent** upon post agreement coverage being both available and reasonably **affordable** in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contained the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that **all** qualified applicants will receive consideration for employment without regard to race, color, creed, religion, **national** origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual

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orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR Shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 8B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (I) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

10. NON-ASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

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11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by the COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. This Agreement includes the following attachments:
Exhibit A - Scope of Work Proposal From Restroom Facilities Corporation
Exhibit B - Performance Bond
Exhibit C - Certificate of Worker's Compensation Insurance
Exhibit D - Certificate of General Liability Insurance
Exhibit E - Certificate of Auto Liability
Exhibit F - Form W-9

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR: RESTROOM FACILITIES CORPORATION

By: _____

By: Chas. E. Kaufman

APPROVED AS TO INSURANCE:

Address: 400 Western Road
City/State: Reno, Nevada 89506
Telephone: (800) 447-6570
Fax: (800) 856-9369

By: Janet McKinley
10-4-2000

APPROVED AS TO FORM:

By: Marie Costa 10-6-00
Office of the County Counsel

DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Contractor

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Exhibit A

400 Western Road
Reno, Nevada 89506
Phone: (800) 447-6570
fax: (800) 856-9369

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REVISED TURNKEY QUOTATION TO OWNER

PROJECT NAME: Greyhound Rock Restoration
OWNER: County of Santa Cruz
ADDRESS: Santa Cruz, California
DATE: September 26, 2000

Restroom Facilities Corporation, the Nation's largest specialized restroom design/build firm (\$65 million since 1976) herewith offers to furnish and install, per bid documents, subject to our Standard Terms and Conditions of Sde, and the Scope of Work attached hereto, which become part of our offer to sell.

REVISED TURNKEY PURCHASE PRICE

Spec. Section 02760, Custom Restroom Structure	
Item Description 13, 14 and 15	
Model #940080	\$36,556.00
Excavation and Site Preparation	1,600.00
Performance Bond	1,445.00
<hr/>	
TOTAL TURNKEY PURCHASE PRICE:	39,601.00

6 RED 10/10/2000

Per plans prepared by the County of Santa Cruz, dated 5-3-00 and Specifications prepared by the County of Santa Cruz, dated 6-12-00. (as well as "restroom building shall be by Restroom Facilities Corp., (800) 447-6570 or approved equal and") by the County of Santa Cruz.

The cost includes freight and installation, but excludes applicable taxes. We require a purchase order/contract, a deposit before submittal documents, a payment upon delivery, and the balance upon completion, no retention. Thank you for considering Restroom Facilities Corporation as your restroom construction specialist for this project.

HOW WE WORK

Once we receive your purchase order and deposit, we forward civil-engineered plans for your approval. We provide the required number of our locally stamped engineered shop drawings so you can obtain local building permits if applicable. You then return one signed set authorizing construction and a delivery date.

We begin in plant building construction and notify you, with sufficient notice, of our final delivery date. This allows you time to do your part of the site preparation timely. It is very important that the owner understand that our costs are based upon fast track construction and that delays for inspection or other decisions are an impediment to the success of

Since 1976... The Nation's Restroom Choice for Parks, Golf Courses, and Campgrounds

Page 2. Vault to Owner

inspectors in accomplishing this end as we often travel great distances to perform our specialized function and a successful project depends on cooperation.

Restroom Facilities will arrive on site fully equipped to install the building. Our specialized employee install crew will be on site consecutive days until completion. We require signed approval of our engineered shop drawings before fabrication and site construction.

OWNERS SCOPE OF WORK AND RESPONSIBILITIES

RESTROOM: FOR TURNKEY PROJECT

A. Sub-grade Pad:

Provide a level graded excavated dirt pad a& base of holding tank elevation allowing a 6-inch space all around the tank prior to setting, Said pad shall be 90% compacted, suitable for 1000-PSI bearing. Grade balance of site under building footprint and compact to 95%.

B. Site Access and Storage:

Provide suitable safe access to allow equipment trailer, crane and building on a semi-trailer to reach site (14' width, 65' length, and 14' in height.) If path to final site is over existing utilities, sidewalks, or other damageable items, you are responsible for proper marking and protection.

C. Site Clean Up and Debris Removal:

OWNER shall provide an on-site trash bin for disposal of one pick up load of debris, nominally. All excess soils shall be responsibility of Owner. All rough and final grading shall be by Owner.

D. Special Conditions and Costs:

If specifications by owner require any special on-site inspectors, site concrete testing, other testing said costs, if any shall be born by Owner.

E. Permits and Fees:

Building permits and fees (when applicable) shall be by OWNER.

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Page 3. Vault to Owner

RESTROOM FACILITIES, LTD. TURN KEY SCOPE OF WORK

RESTROOM BUILDING DELIVERED WITH INTEGRAL SLAB:

1. After receipt of purchase order, deposit, a site plan with utilities, and final finish selections, we will complete a set of local engineer stamped architectural and engineering drawings suitable for filing and obtaining a building permit from the local building authority (if applicable.) You need to advise us how many copies are required.
2. After receipt of **the** signed architectural drawings and a notice to proceed, we will begin construction of your building in accordance with **the** signed plans.
3. We will provide adequate notice of shipment of the building to job site and continue coordination between the delivery truck **and** your project manager to make sure the site is ready and the crane is not delayed.
4. **Provide** certified in plant inspection report, that in combination with local inspection by the local authority with open construction should be suitable for local building department approval.
5. Deliver and install building and vault per plans and specifications and "Scope of Work" above.
6. Time to complete: 30 days from receipt of approved drawings and notice to proceed.
7. Exclusions: Sidewalks, site tank excavation, backfill **tank**, grade site to subgrade, and site issues beyond the control of Restroom Facilities, Ltd.



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STANDARD TERMS AND CONDITIONS OF SALE FOR

Greyhound Rock Restoration

Date: August 17, 2000

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 400-420 Western Road, Reno, Nevada 89506 will be in accordance with the Laws of the State of Nevada. 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 Nevada Law and all claims shall be filed and litigated in Washoe County, Nevada, with the prevailing party recovering attorney's fees.

3. **PRICES:** All prices exclude sale, USC, occupational license, excise and other taxes in respect of manufacture sale use or delivery all of which shall be paid by buyer unless a proper exemption certificate is furnished or unless listed in the Company's Proposal which is attached hereto. 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% per month added fee shall be due for each month the shipment is delayed.

4. **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.

5. **PATENT INFRINGEMENT:** If promptly notified and given an opportunity to do so with friendly assistance, the Company will defend the buyer and the ultimate user of the equipment from any actual or alleged infringement of any published United States patent or the equipment or any part thereof furnished pursuant hereto (other than part of any special design, construction, or manufacture specified by and originating with the customer), and will pay all damages and costs awarded by a competent court in any suit thus defended or of which it shall have had notice and an opportunity to defend aforesaid.

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, claims of or negligent manufacture or otherwise. 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 hold 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.

9. **WARRANTY:** All Products produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. When the Company participates in sitework installation or sitework supervision, the Company will replace or repair, at its options, defects in workmanship or any part which is proven defective within five years from delivery. When the Company does not participate in sitework or sitework supervision, the Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within one year 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. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. 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.

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CREDIT: (Deposit and Progress Payments)

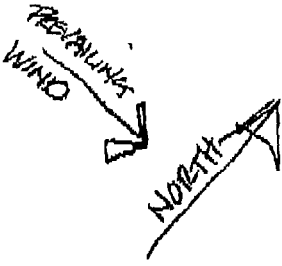
A. MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES: Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation 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.

B. GENERAL CONTRACTORS AND NON-GOVERNMENT AGENCIES: Orders may require deposits or advance payment as well as progress payments subject to the buyer's credit worthiness 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.

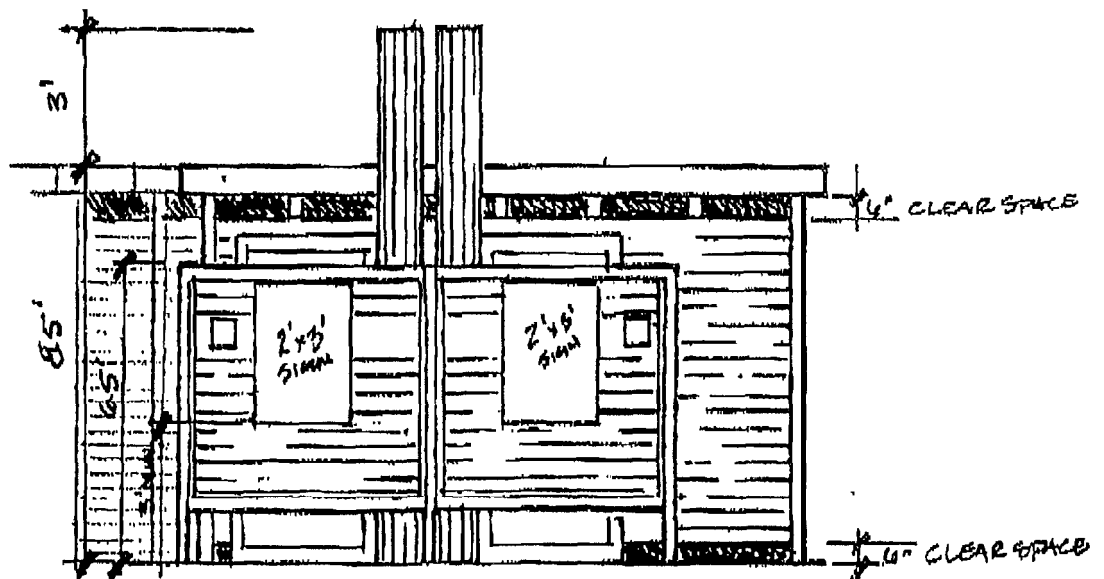
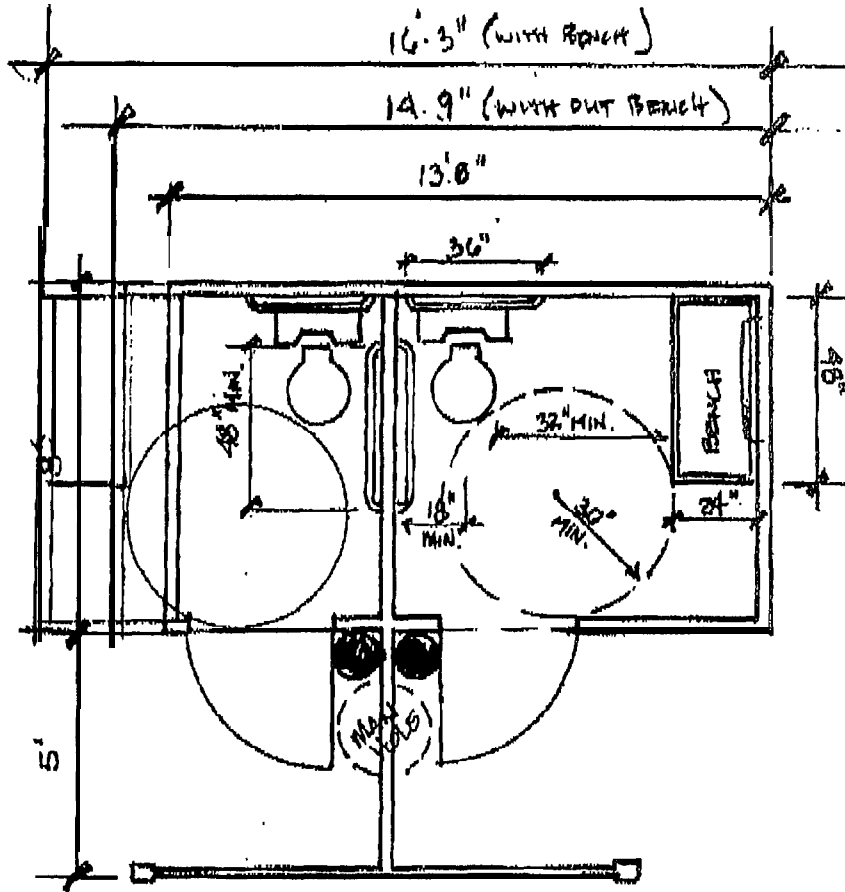
Copyright RFL(7/2000)

F:\Forms\PrelimEst-Quote.VAULT.7-10-00

0272



Post-it Fax Note	7671	Date	# of pages
To	CHUCK	From	LACY
Outbox	RFC	Co.	POSIS
Phone #	(831) 477-570	Phone #	(831) 462-8321
Fax #		Fax #	



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RESTROOM FACILITIES CORPORATION

0273

400-420 Western Road

Reno, Nevada 89506

Phone: (800) 447-6570

Fax: (800) 856-9369

SOLE SOURCE JUSTIFICATION

for procurement of patented public Restrooms

Background:

Throughout the nation, competitive public bid laws were written to prevent procurement abuse and to protect the citizens of a community against "good old boy" purchasing. However, the public bid law system does not always serve the community best. If for example, the community seeks to purchase a special item that is determined to provide great community benefit. And, if that product is not available from any other source that could bid competitively, the bid process is a waste of taxpayer money and serves no gain. Further, if a sought after product is patented, and not available from any other source except a single supplier because the supplier has no dealers or distributors who could bid competitively, then public bidding would be "useless and unavailing," and could be considered a sham.

If there can be no gain, except to satisfy public bid laws, could there also be a risk to public bidding of a sole source product. The answer is, of course, "Yes," because potential bidders may be induced to provide a bid only to be faced with a patent protective suit, post bid, from the patent holder. If the City doesn't notify the bidders of the sole source patent, there could be repercussions from bidders who put their time into the project without the possibility of success. In short, the process is flawed and unavailing to anyone except to satisfy bid laws. Most states in the United States have codes that provide for sole source justification as a means of procurement of desired items that could benefit their citizens. This is entitled in most states, "sole source procurement justification."

Bidding Alternatives:

Bid projects involving restroom facilities include two types of projects, large park projects and restroom only projects. The first is when the project is large and includes an entire park, and the restroom is simply a component of the large project. The second type of project is when the restroom is the only or major purchased item and other site work is minimal.

Large Park Projects:

When the restroom is a component of a large project, a public bid is possible as General Contractors will be the primary vendors and Restroom Facilities Corporation will simply be a supplier or subcontractor. The municipality provides Bid Specifications establishing the product and its Finishes, and Restroom Facilities Corporation bids to the General Contractors. However, when the project primarily involves just a restroom, the situation is different.

Small Park Projects:

When local Public Works requirements state that the general contractor should provide 50% or more of the work, and when all that is left for general contractors is less than 5% of the total project cost, most agencies turn to Restroom Facilities on a sole source negotiated basis. This reduces total cost, due to contractor markups, and is a reasonable approach when no one else will bid the project anyway.

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Dispelling Public Perception that there is little difference in site built or factory constructed restrooms:

In the case of public restroom buildings, the perception is that a restroom is a restroom. While restrooms may function the same, unique problem solving material systems based upon a 50-year very low maintenance design life make a profound difference in both 50 year total cost (maintenance and first cost,) and in public acceptance. The product justification is therefore easily proven and listed hereafter:

RESTROOM FACILITIES CORPORATION JUSTIFICATION:

The most important reason to justify Restroom Facilities patented building system is that the entire purpose of the Company is to create predictable first cost and 50 year maintenance cost parameters that will save the community thousands of dollars in avoidable downstream maintenance expenses. Since many states now have in place public statues that prevent capital expenditures without in place foreseeable funded maintenance budgets, the life cycle built in features of Restroom Facilities structures are in concert with those regulations. A study done in the mid-west suggested that in as little as 6 years a 30% difference in first cost could be eaten up by selecting the past method of site building public restrooms the traditional way. Imagine the impact over 5 decades of maintenance costs.

Unique Features Low Built in Maintenance Reduction Costs Justification:

In support of the first justification, the reason for justifying Restroom Facilities Corporation's structures is the unique design and engineered features that almost eliminate downstream maintenance costs. A few of these are listed below:

No Odor Concrete Floors - One of the greatest sources of odor in a public restroom is concrete floors. resistant concrete system Restroom Facilities has engineered a specialized, precast 8-inch thick, 98% waterproof and 89% urine-that is integrally poured in one mass. The result is a concrete floor system that should provide absorption resistance forever. No additional finish coating is ever required.

Fiberglass Door Jambs - Steel door jambs and other steel components are another constant source of future maintenance and replacement due to rusting. Custom fabricated fiberglass pultruded door jambs eliminate rust.

All Stainless Steel - Vent screens, screws, fasteners, and other metal hardware are an always present source of maintenance and replacement due to rust. All screws, trim pieces, vent screens, and other metal hardware in Restroom Facilities' structures are stainless steel Type 304 or 316.

Special Interiors - Interior wall finishes for fiberglass-reinforced plastic are typically four-foot panels with plastic or metal moldings. Restroom Facilities exclusively provides seamless, fire-retardant, graffiti shielded, continuous floor to top of wall, corner to corner, 1 -piece fiberglass reinforced plastic interior wall finish for easier cleaning and maintenance. Our system creates a giant shower stall within the restroom facility area. This type of system cannot be constructed in one piece using field construction building methods. That is why the four foot seamed panels were developed for field contractors. This special seamless system requires special temperature and pressure laminating systems that handle large oversized panels in a special controlled plant environment where the special tools and dust free conditions exist,

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Special Toilet Partitions - Toilet partitions are another major source of high maintenance. Restroom Facilities custom fabricates special stainless steel wall brackets, corner posts, and self-closing 54-inch continuous door hinges as well as undrillable 10,000 psi concrete panels and poly doors, to provide a 50-year designed toilet partition useful life without replacement.

Relocatability:

A second reason is the potential for possible future building relocation. Restroom Facilities Corporation's engineering system combines a special 8" thick precast concrete foundation/slab with a pre-engineered building system that is shipped to the site, assembled together in **1-piece**, ready for instant field placement. The relocation issue says that if the needs in **your** community change, and the restroom facility is no longer required, it can be picked up and moved to another location the same way that it was initially delivered. This sole source patented system minimizes the tradition of on site disruption of activities, decreases greatly the possibility of an attractive nuisance, and provides almost instant readiness for use.

Summary:

The information described *above* are *just* some of the extensive designed-in solutions that provide pay back justification for selecting Restroom Facilities Corporation's patented building system. The concept of "**you can pay now or you can pay later,**" is no longer- a part of America's municipal government procurement **practices**. With ever increasin~~g~~inflation, the downstream cost of maintenance is preventable. This is the primary justification for clients selecting Restroom Facilities' proven **sole** source patented restroom structures.

Use of Sole Source When Product Carries a "Method Patent:"

The most sought after patent is a "method or engineering patent," While apparatus patents are valuable, they can be duplicated, by others, with slight modifications. Restroom Facilities Corporation received an engineering method patent on its building system *in* 1984. An engineering method patent is similar to the patent Xerox had for 17 years that provided them with market product proprietary systems that were in demand due to **plain** paper copying. Because Restroom Facilities Corporation does not sell to outside agents, distributors or dealers, our Factory price is the only price available. This makes public bidding for this product "useless and unavailing" when the predominant project cost item is the restroom facility. It makes public bidding available when there is enough other work in the project to provide general contractors with at least 50% of the bid cost using their own Forces.

Other Information:

In the event the reader or the Corporate Counsel wishes to receive additional supporting material from other communities that have already used this method of procurement, please address our Corporate Office or call us at 800/447-6570, 7:30 - 4:30 Pacific Standard Time.

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[54] **PREFABRICATED, SELF-CONTAINED BUILDING AND METHOD OF CONSTRUCTION**

(75) Inventors: **Charles E. Kaufman**, Old Greenwich, Conn.; **Marvin R. Shetler**, Scotts Mills, Oreg.; **William M. Sharp**, Stamford, Conn.

[73] Assignee: **Restroom Facilities Corporation**, Reno, Nev.

[21] Appl. No.: **397,919**

[22] Filed: **Jul. 13, 1982**

[51] Int. cl. **E04G 21/14; E04B 1/348**

[52] U.S. Cl. **52/745; 52/79.1; 52/79.9; 52/125.3; 156/71; 156/91; 156/92**

[58] Field of Search **52/79.1, 79.9, 90, 92, 52/745, 125.2, 233, 264, 274, 656; 156/71, 91, 92**

[56] **References Cited**

U.S. PATENT DOCUMENTS

618,728	7/1901	George	52/92
1,143,047	6/1915	Greer	52/92
1,445,738	2/1923	Adams	52/233
1,448,244	3/1923	Wilson	52/92
2,563,703	8/1951	Bonney	52/233
\$983,669	10/1976	Bogaert	52/200
4,110,952	9/1978	Blachura	52/745

FOREIGN PATENT DOCUMENTS

496375 2/1978 Australia 52/92

Primary Examiner-**Alfred C. Perham**
Attorney, Agent, or Firm—**Mattern, Ware, Stoltz & Fressola**

[57] **ABSTRACT**

By providing a fully equipped, **prefabricated**, self-contained building, **completely** constructed with **all exterior** and **interior** walls and roof, but **having** no floor, floor members or floor-supporting members, a unique, prefabricated, **preconstructed**, **self-contained** building is achieved, ready for installation on a floor forming foundation to complete the building construction. In the preferred embodiment, the prefabricated, **preconstructed** building incorporates an **interlocking** tenon and mortise construction at each **interconnecting corner** of **intersecting wall members**. In addition, the building of the present invention **also incorporates** a triple thick frame construction **along the base** of the building and a double **thick** frame construction along the top of the walls of the building, all of which **combine with** the mortise and tenon interconnections to provide the desired structural rigidity to **enable** the prefabricated, **self-contained** building to be lifted in its entirety and moved into position on the floor-forming foundation.

15 Claims, 16 Drawing Figures

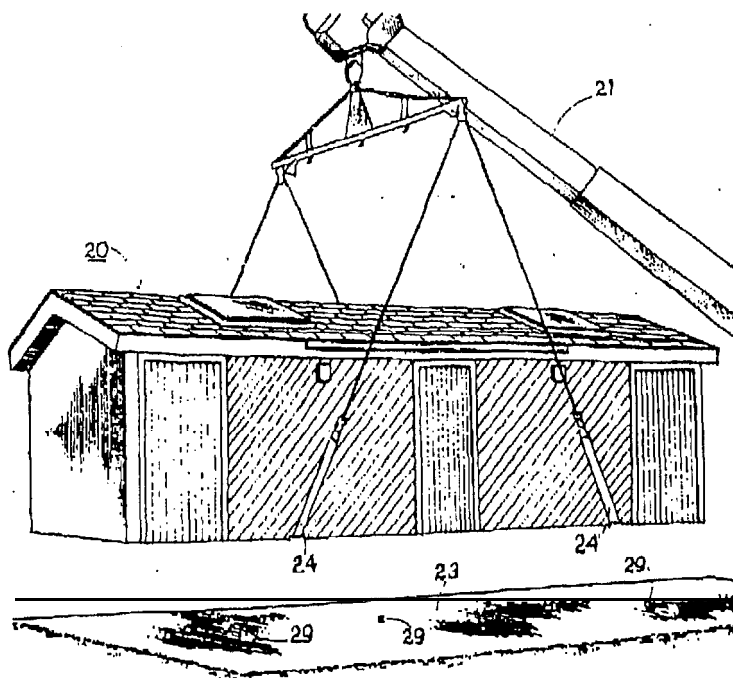




Exhibit B

Bond #929093933

Payment Bond

0277

KNOW ALL PERSONS-BY THESE PRESENTS, That we Restroom Facilities Corporation

of Reno, Nevada

, hereinafter referred to as the Principal, and

Continental Casualty Company

as Surety, are held and firmly bound unto County of Santa Cruz

of Santa Cruz, California

, hereinafter referred to as the Obligee, in the sum of

Thirty Six Thousand Five Hundred Fifty Six dollars & 00/100-----
Dollars (36,556), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 26th day of September, 2000,

for Greyhound Rock Restoration

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 26th day of September, 2000

Restroom Facilities Corporation

(Principal)

By: Chas. E. Kaufman (Seal)

Continental Casualty Company

(Surety)

By: Cynthia J. Boyer (Seal)
Cynthia J Boyer Attorney-in-fact

STATE OF NEVADA
COUNTY OF WASHOE

On September 26th, 2000, personally appeared before me, a Notary Public,
Cynthia J. Bayer who acknowledged that he/she executed
the above instrument.

In witness whereof, I have hereunto set my hand
and affixed my official stamp at my office in the
County of Washoe.

Kimberly A. Rolos
Signature of Notary

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Glen Gonfiantini, Alfred J. Brewer, Cynthia J. Feldman, Etta Marie Hixsan. Individually of Reno, Nevada

Melvyn Becker, Rasanne S. Land, Individually of Las Vegas, Nevada

Chris Gonfiantini, Sylvia Forsythe, Individually of Carson City, Nevada

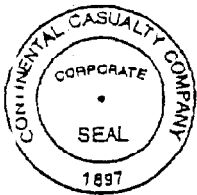
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adapted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 22nd day of December, 1998.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 22nd day of December, 1998, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 6, 2000

Mary Jo Abel

Mary Jo Abel

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 26th day of September, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary

Authorizing By-Laws and Resolutions

0280

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX-Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article W-Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature, Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

Exhibit B

0281

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

Bond # 929093933

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Restroom Facilities Corporation
, Principal,
and Continental Casualty Company, Surety, are held and firmly bound
unto County of Santa Cruz, Obligees,
in the sum of Thirty Six Thousand Five Hundred Fifty Six & 00/100---
Dollars (\$ 36,556)
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligees, dated September 26, 2000
for Greyhound Rock Restoration

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligees from all cost and damage by reason of Principal's failure so to do, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated

Restroom Facilities Corporation (Seal)
(Principal)
By: Chris E. Kaufman

Continental Casualty Company (Seal)
(Surety)
By: Cynthia J Boyer Attorney-in-Fact

G-2321 5-5

STATE OF NEVADA
COUNTY OF WASHOE

On September 26th, 2000, personally appeared before me, a Notary Public,

Cynthia J. Boyer who acknowledged that he/she executed
the above instrument.

In witness whereof, I have hereunto set my hand
and affixed my official stamp at my office in the
County of Washoe.

Therese A. Nelson
Signature of Notary

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT ⁰²⁸³

Know All Men By These Presents, That CGNTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Glen Gonfiantini, Alfred J. Brewer, Cynthia J. Feldman, Etta Marie Hixson. Individually of Rena, Nevada

Meivyn Becker, Rosanne S. Land, Individually of Las Vegas, Nevada

Chris Gonfiantini, Sylvia Forsythe, Individually of Carson City, Nevada

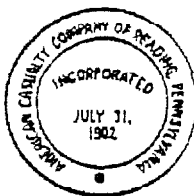
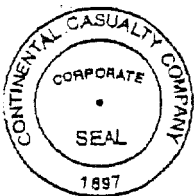
th air *rue and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, ur certakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

ar d to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws **and** Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 22nd day of December, 1998



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 22nd day of December, 1998, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Mary Jo Abel

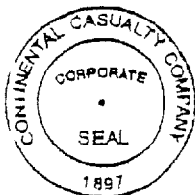
My Commission Expires March 6, 2000

Mary Jo Abel

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 26th day of September, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis **47**

Mary A. Ribikawskis

Assistant Secretary

Exhibit C

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

0284

STATE
COMPENSATION
INSURANCE
FUND

SEPTEMBER 30, 2000

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

POLICY NUMBER:
CERTIFICATE EXPIRES:

1287663 - 00
1-1-01

GREYHOUND ROCK RESTORATION
DBA: BOB OLSON
701 OCEAN STREET
SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurer ce Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you ten days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an Insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Tom Hansen

AUTHORIZED REPRESENTATIVE

Kc Bollier

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RESTROOM FACILITIES, LTD. (A NEVADA CORP)
DBA: NEVADA RESTROOM FACILITIES LTD.
400 WESTERN ROAD
RENO NV 89505

47

ACORD

CERTIFICATE OF LIABILITY INSURANCE

CSR KR
RESTR-3DATE (MM/DD/YY)
09/18/00

PRODUCER
Acme Insurance
 6160 Plumas Street
 Reno NV 89509
 Phone: 775-829-2345 Fax: 775-827-7090

INSURED
Restroom Facilities Corp.
 Charles Kaufman
 P.O. Box 33663
 Reno NV 89506

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Hartford
 INSURER B: Fireman's Fund
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	53UUNGL6089	03/11/00	03/11/01	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROP. DAMAGE (Any one loss) \$100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$100,000.00
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COM/PROP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
	AUTOMOBILE LIABILITY	53UUNGL6089	03/11/00	03/11/01	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> NON-SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIREN AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - CA ACCIDENT \$
	ANY AUTO				OTHER THAN CA ACC \$
					AUTO ONLY: I AGG \$
B	EXCESS LIABILITY	XYZ00096237631	01/19/00	01/19/01	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$1,000,000
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WE STATE: TORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYER \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	53UUNGL6089	03/11/00	03/11/01	Install Floater \$200,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Santa Cruz is named as an additional insured as respects the following project: Greyhound Rock Restoration

CERTIFICATE NO. 0000000 R. Y ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

County of Santa Cruz
 Bob Olson
 970 17th Avenue
 Santa Cruz CA 95062

Ken Sisk Rolas

47

Exhibit .F

0286

Form **W-9**
(Substitute)
County of Santa Cruz

Request for Taxpayer
Identification Number and Certification

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)
RESTROOM FACILITIES Corp. DBA NEVADA RESTROOM FACILITIES, LTD

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)
400 WESTERN RD.

City, state, and ZIP code
BEND, NEVADA 89506

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

OR

Employer identification number
818402435114

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

YOU ARE PAID FOR:

☐ Health Care Service
☐ Other Service
☐ Rent
☐ Freight
☐ Other (Explain)

☐ Goods
☐ Interest

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and.
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign
Here

Signature

C. E. Kaufman

Date

9-27-00

Section references are to the Internal Revenue code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requestor, or
- The IRS tells the requestor that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requestor that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To have, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I and date the form, and give it to the requestor. Generally, you will then have days to get a TIN and give it to the requestor. If the requestor does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.