

4-19-22 Recreation
4-26-22
\$

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11251-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE PURCHASE AND INSTALLATION OF A PRECAST CONCRETE
RESTROOM BUILDING FROM CXT, INC., FOR THE BROOK PARK CENTRAL
PARK, AND DECLARING AN EMERGENCY

WHEREAS, the Brook Park Central Park is being designed and the installation of a restroom is included in the improvements as approved in the conceptual plan for this project, and

WHEREAS, the City's purchasing guidelines allow competitive prices to be determined when another public agency or public service purchasing agency has administered a competitive bidding process within the last two years for similar products or services, and Sourcewell maintains a list of current pricing for typical products and services through their competitively Awarded Contract program; and

WHEREAS, CXT, Inc. participates and offers pricing under the Sourcewell contract program and submitted a quote to supply the precast concrete "Cortez" model restroom building for \$78,955.00.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract for the purchase of a "Cortez" restroom building with specified options from CXT, Inc., in the amount of \$78,955.00.

SECTION 2: The cost for the project is \$90,000.00 which includes \$11,045.00 for the Brook Park Service Department for utility and sidewalk installation (Exhibit "A").

SECTION 3: The money needed for the aforesaid transaction shall be paid from Fund No. 342; theretofore appropriated or to be appropriated for said purpose.



SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to allow the City to purchase and install a precast concrete restroom building; therefore provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: April 26, 2022

MPH Kenzie
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED: Ed A. Smith

MAYOR

4-26-22
DATE

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution

No. 11251-2022
passed on the 26 day of April
20 22 by said council.

Carol Johnson
Clerk of Council

I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing 4-29-22

Carol Johnson
CAROL JOHNSON
Clerk of Council

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

[Signature]
DIRECTOR OF LAW

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<u>absent</u>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>



CITY OF BROOK PARK
2022 PRECAST CONCRETE RESTROOM BUILDING
(COST ESTIMATE)

CXT INC. Pre-Cast Restroom

\$78,955.00

Brook Park Service Department Costs

- Utility Costs
- Stone & Concrete

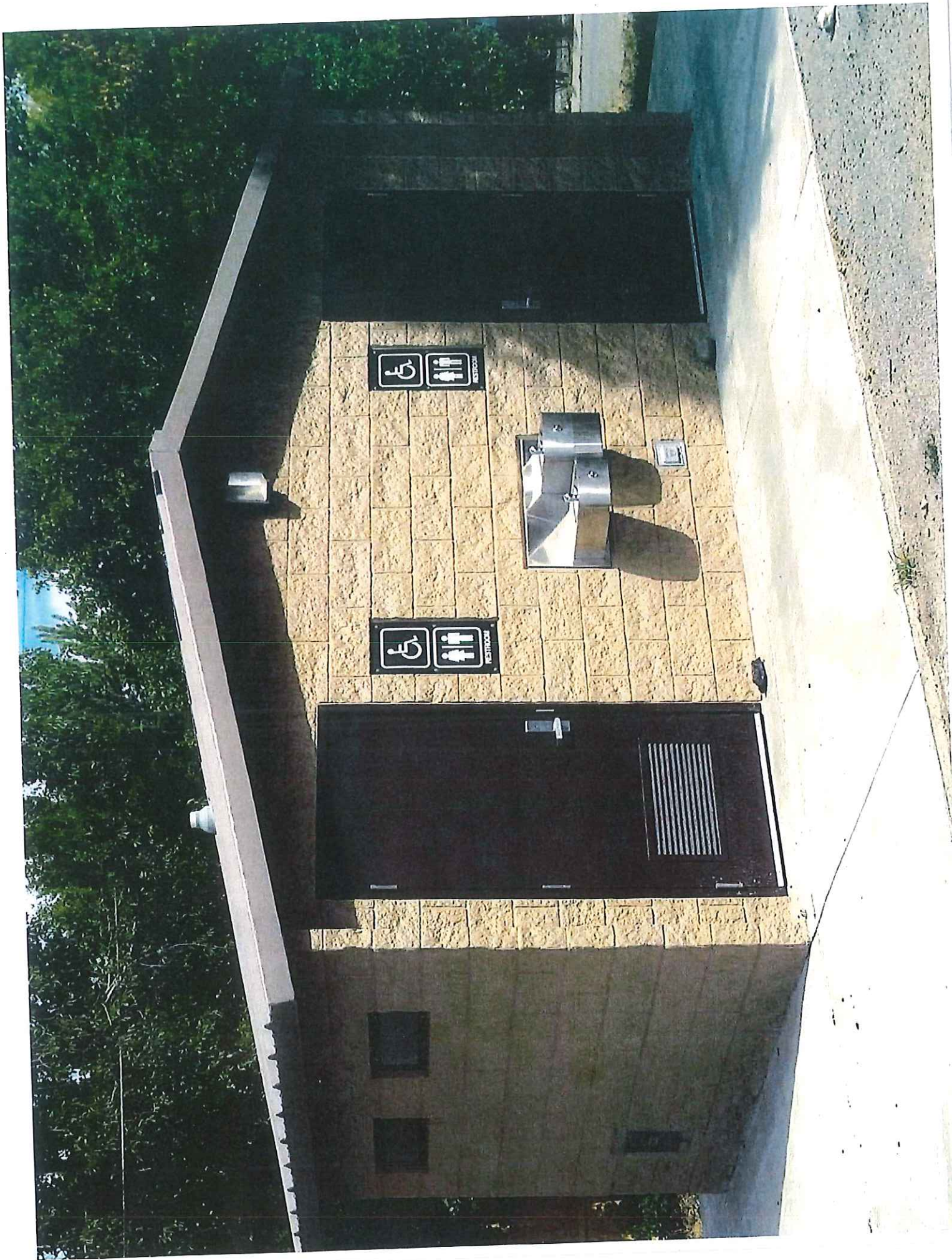
\$2,200.00

\$8,845.00

Estimated Total

\$90,000.00





ORDERING INFORMATION



Contract



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1019282233 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to Invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

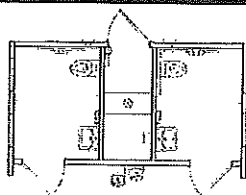
• F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

• F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

• F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

• Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

Cortez



Cortez with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

Cortez 10' 3" x 17'

*Base Price \$ 53,955.00

Optional Sections:

Restroom* \$53,955 Qty: = \$0.00	Shower* \$65,250 Qty: = \$0.00
Family Assist Shower/Restroom Combo* \$62,955 Qty: = \$0.00	Storage \$49,950 Qty: = \$0.00
Concession* \$62,550 Qty: = \$0.00	
*Includes 4-gallon water heater.	
Total Optional Sections 0.00	

Additional Options:

Final Connection to Utilities		\$ 3,500.00	<input type="checkbox"/>	0.00
(per section)	Optional Wall Texture -choose one	<input checked="" type="radio"/> Split Face Block (\$4,000) <input type="radio"/> Struck Trowel (\$4,000) <input type="radio"/> Stone (\$5,000)	Reset Wall Texture	4,000.00
	Optional Roof Texture -choose one	<input type="checkbox"/> Delta Rib		0.00
Insulation / Heaters		\$ 19,500.00	<input type="checkbox"/>	0.00
Stainless Steel Water Closet (each)		Qty: \$ 1,500.00	<input type="checkbox"/>	0.00
Stainless Steel Lavatory (each)		Qty: \$ 1,100.00	<input type="checkbox"/>	0.00
Electric Hand Dryer (each)		Qty: 2 \$ 700.00	<input checked="" type="checkbox"/>	1,400.00
Electronic Flush Valves (each)		Qty: \$ 750.00	<input type="checkbox"/>	0.00
Electronic Lavatory Faucets (each)		Qty: \$ 750.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain (each)		Qty: \$ 4,500.00	<input type="checkbox"/>	0.00
Optional Door Closure (each)		Qty: \$ 450.00	<input type="checkbox"/>	0.00
Skylight in Restroom (each)		Qty: \$ 950.00	<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each)		Qty: \$ 2,450.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance (per section)		\$ 2,450.00	<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames		Qty: \$ 1,000.00	<input type="checkbox"/>	0.00
Tile Floor in Restroom (per section)		\$ 4,500.00	<input type="checkbox"/>	0.00
2K Anti-Graffiti Coating (per section)		\$ 3,500.00	<input checked="" type="checkbox"/>	3,500.00
Timed Electric Lock System (2 doors - does not include chase door)		Qty: 1 \$ 600.00	<input checked="" type="checkbox"/>	600.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 2 \$ 500.00	<input checked="" type="checkbox"/>	1,000.00
Paper Towel Dispenser (each)		Qty: \$ 200.00	<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser (each)		Qty: \$ 100.00	<input type="checkbox"/>	0.00
Sanitary Napkin Disposal (each)		Qty: \$ 75.00	<input type="checkbox"/>	0.00
Baby Changing Station (each)		Qty: \$ 675.00	<input type="checkbox"/>	0.00
CXT Wastebasket (each)		Qty: \$ 150.00	<input type="checkbox"/>	0.00
Total Cost of Selected Accessories from Accessories Price List:				\$ 10,500.00
Custom Options: 2022 Fuel Surcharge				\$ 2,100.00
Engineering and State Fees:				\$ 3,500.00
Estimated One-Way Transportation Costs to Site (quote):				\$ 8,900.00
Estimated Tax:				\$
Total Cost per Unit Placed at Job Site:				\$ 78,955.00

Estimated monthly payment on 5 year lease \$1,587.00

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

Gregg
Zentarsk
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Digitally signed by
Gregg Zentarsky
Date: 2022.04.11
12:48:44 -04'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date