

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only
(X) Action

FROM (DEPT/ DIVISION): Harris Park
PROGRAM: Capitol Improvements
SUBJECT: Vault Toilet Purchase

<p>Background: Harris park would like to make improvements to the park. We would like to purchase a new vault toilet to service the camping area below the shop and across the main road from the shop. We are requesting approval to order a Gunnison 6'6"X14'8" from CXT using the State of Oregon ORCPP contract #1542. The cost of this unit delivered to Harris park would be \$30,355.20. A wild horse grant would pay \$14,000 leaving a remainder of \$16,355.20. We will be applying for an Oregon parks grant to cover some or all of the \$16,000. If that grant were to fail we still have money in the budget to cover the cost. The lag time between order and delivery is estimated at 180 days so if we order now we will have the new toilet installed before camping season 2023.</p>	<p><u>ACTION REQUESTED:</u> Authorization to Purchase from CXT Incorporated a Gunnison vault toilet in the amount of \$30,355.20</p>
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ATTACHMENTS: quote from CXT
Date: (08/10/22) Submitted By: (Tom Fellows)

*****For Internal Use Only*****

Checkoffs:

- () Exec. Asst.
- () Dept. Head (copy)
- () Human Resources (copy)
- () Budget (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List)

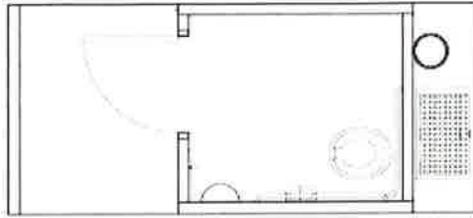
To be notified of Meeting:

Needed at Meeting:

PLEASE RETURN THIS FORM AND ATTACHMENTS TO Executive Assistant

Scheduled for meeting on: August 17, 2022

Action taken:



Gunnison single vault. Standard features include polyethylene lined concrete vault, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

Base Price	Price per unit	Click to select	
Gunnison 6' 6" x 14' 8"	\$ 23,400.00		23,400.00
Added Cost Options:			
Earth Work (includes excavation, backfill and cleanup)	\$ 3,500.00	<input type="checkbox"/>	0.00
Optional Wall Texture -choose one			
<input type="checkbox"/> Split Face Block (\$1,500)		<input type="checkbox"/> Struck Trowel (\$1,500)	<input type="checkbox"/> Stone (\$3,000)
Optional Roof Texture -choose one			
<input type="checkbox"/> Delta Rib	\$ 2,000.00		0.00
Insulated Roof Panel	\$ 1,000.00	<input type="checkbox"/>	0.00
Room Wastebasket	\$ 150.00	<input type="checkbox"/>	0.00
Stainless Steel Riser	\$ 1,500.00	<input type="checkbox"/>	0.00
Fiberglass Doors	\$ 995.00	<input type="checkbox"/>	0.00
Owl Guard	\$ 75.00	<input type="checkbox"/>	0.00
Hand Sanitizer Dispenser	\$ 100.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance	\$ 3,000.00	<input type="checkbox"/>	0.00
Solar Light Kit	\$ 950.00	<input type="checkbox"/>	0.00
Solar Fan Kit	\$ 550.00	<input type="checkbox"/>	0.00
Rain Vent Cap	\$ 65.00	<input type="checkbox"/>	0.00
Timed Lock System	\$ 600.00	<input type="checkbox"/>	0.00
Total Cost of Selected Accessories from Accessories Price List:			\$ 0.00
Custom Options:			\$
Engineering and State Fees:			\$ 3,560.00
Estimated One-way Transportation Costs to Site (quote):			\$ 2,800.00
Estimated Tax:			\$
Total Cost per Unit Placed at Job Site:			\$ 29,760.00
OR Management Fee (2% of building cost, including shipping):			\$ 595.20
Estimated monthly payment on 5 year lease \$598.18			Grand Total: \$ 30,355.20

Other Options:

Single Color: (select one) Two-Tone Color: Walls (select one) Floor Plan: (select one) *Signage: Men Women Unisex Accessible Wall Vent Location: (upon entering door) Right Side Left Side Rear Door

Roof (select one)

**Building includes restroom signs in Braille and roman lettering.*

Top Section of Building: (select one) Bottom Section of Building: (select one) Rock Color Selection: Romana Notes:

Deadbolt Lock: CXT Supplied Customer Supplied Lock Door Opener: (select option) Paper Holders: (select one)

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

CXT Sales Representative

Date

I accept this quote. Please process this order.

Company Name

Customer

Date



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 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 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: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. 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.