



## Board of Aldermen Request for Action

**MEETING DATE:** 12/19/2023

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1296 – Bid Award – Diamond Crest Restroom

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1296, authorizing the expenditure of funds for the purchase of a park restroom from CXT LB Foster for the parks and recreation department through the cooperative purchasing agreement with Sourcewell in the amount of \$64,144.

**SUMMARY:**

the FY24 Budget includes \$90,000 for a restroom, shelter and sidewalk at Diamond Crest Park. Currently there are no permanent restrooms, only one temporary one.

City Code Section 105.080.C authorizes staff to utilize cooperative purchasing agreements. CXT LB Foster has provided a purchase price from their Sourcewell cooperative purchasing agreement in the amount of \$64,144.

**PREVIOUS ACTION:**

N/A

**POLICY OBJECTIVE:**

N/A

**FINANCIAL CONSIDERATIONS:**

The Parks and Recreation budget included \$90,000 for this purchase.

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution   | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report            | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Quote |                                   |

**RESOLUTION 1296**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR  
THE PURCHASE OF A PARK RESTROOM FROM CXT LB FOSTER  
FOR THE PARKS AND RECREATION DEPARTMENT THROUGH THE  
COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL  
IN THE AMOUNT OF \$64,144**

**WHEREAS**, the Parks and Recreation Department oversees Diamond Crest Park;  
and

**WHEREAS**, the 2024 Parks and Recreation Budget includes funds for the park  
restroom; and

**WHEREAS**, the City Code Section 105.080.C authorizes staff to utilize cooperative  
purchase agreements; and

**WHEREAS**, staff has made a recommendation to purchase the park restroom  
from CXT LB Foster, through the cooperative purchasing agreement with  
Sourcewell.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF  
THE CITY OF SMITHVILLE, MISSOURI:**

**THAT** staff is hereby authorized and directed to purchase said parks restroom  
from CXT LB Foster in the amount of \$64,144.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the  
Mayor of the City of Smithville, Missouri, this 19<sup>th</sup> day of December 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



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. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. 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.

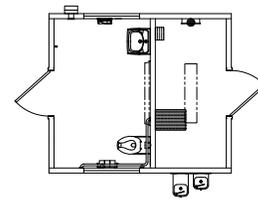
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- 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.

# OZARK I – 10' 6" x 12'

Ozark I with chase has one single user fully accessible flush restroom. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



**CXT**  
800.696.5766  
cxtinc.com

			Price Per Unit	
<b>Base Price</b>			\$	\$
<b>Added Cost Options</b>			Click to Select	
Final Connection to Utilities			\$	
Optional Wall Texture - <i>choose one</i>	Split Face Block (\$5,500)	Stone (\$7,000)		
Optional Roof Texture	Ribbed Metal		\$	
Insulation and Heater			\$	
Vitreous China Urinal			\$	
Stainless Steel Water Closet & Lavatory			\$	
Stainless Steel Urinal			\$	
Electric Hand Dryer			\$	
Electronic Flush Valve			\$	
Electronic Lavatory Faucet			\$	
Electronic Urinal Flush Valve			\$	
Paper Towel Dispenser			\$	
Toilet Seat Cover Dispenser			\$	
Sanitary Napkin Disposal Receptacle			\$	
Baby Changing Table			\$	
Skylight in Restroom			\$	
Marine Grade Skylight in Restroom			\$	
Marine Package ( <i>excluding fiberglass doors and frames</i> )			\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt			\$	
2K Anti-Graffiti Coating			\$	
Optional Door Closure			\$	
Fiberglass Entry and Chase Doors and Frames (each)			\$	
Timed Electric Lock System (2 doors- does not include chase door) (each)			\$	
Exterior Frostproof Hose Bib with Box			\$	
			<b>Total for Added Cost Options:</b>	\$
<b>Custom Options:</b>				\$
			<b>Engineering and State Fees:</b>	\$
			<b>Estimated One-Way Transportation Costs to Site (quote):</b>	\$
			<b>Estimated Tax:</b>	\$
			<b>Total Cost per Unit Placed at Job Site:</b>	\$

*Estimated monthly payment on 5 year lease*



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

I accept this quote. Please process this order.

Company Name

CXT Sales Representative

Date

Company Representative

Date

## OPTIONS

**Exterior Color(s)** (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Cappuccino Cream
<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Evergreen	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Natural Honey
<input type="checkbox"/> Nuss Brown	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Sage Green	<input type="checkbox"/> Salsa Red
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Western Wheat

Special roof color # \_\_\_\_\_ Special wall color # \_\_\_\_\_

Special trim color # \_\_\_\_\_

**Stone Color** (Mark option with an X.) \*If option is not available, verify stone option is selected on previous page.

Basalt\*       Mountain Blend\*       Natural Grey\*       Romana\*

**Roof Texture** \*If option is not available, verify roof texture option is selected on previous page.

Ribbed Metal\*

**Wall Texture(s)** (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)  
\*If option is not available, verify wall texture option is selected on previous page.

Split Face Block\*       Horizontal Lap\*       Board & Batt\*       Stucco\*\*

Brick\*\*       Distressed Wood\*\*

**Stone Wall Texture** (bottom texture only) \*If option is not available, verify stone option is selected on previous page.

Napa Valley\*\*       River Rock\*\*       Flagstone\*\*       Stacked Rock\*\*

*\*\*Textures not included in CXT's quote are additional cost.*

### Door Opener

Non-locking ADA Handle

Privacy ADA Latch

Pull Handle/Push Plate

### Deadbolt

### Accessible Signage

Men

Women

Unisex

### Toilet Paper Holder

2-Roll Stainless Steel

3-Roll Stainless Steel

### Notes:

cxtinc.com  
800.696.5766

