



## CITY COUNCIL ACTION REPORT

October 13, 2011

TO: John Szerlag, City Manager

FROM: Susan A. Leirstein, Purchasing Director  
Timothy Richnak, Public Works Director  
Kurt Bovensiepe, Superintendent Parks, Streets, & Drains

SUBJECT: Purchase of Pre-Cast Concrete Restroom – Milverton Park

### **Background**

On October 12, 2011, bids were received for one (1) new Pre-cast Concrete Restroom Building at Milverton Park at the general location described in the Parks Master Plan. Eighty-eight (88) vendors were notified via the MITN website along with forty calls made to qualified vendors across the United States. Unfortunately no bid responses were received.

ITB-COT 11-21 for one (1) new Pre-cast Concrete Restroom Building at Milverton Park was competitively bid as required by City Charter and Code. As no bids were received, the City contacted the manufacturer of the product directly to obtain a price quote for the product specified in the bid document.

The development of Milverton Park was accomplished using Community Development Block Grant (CBDG) funds. The Pre-Cast Restroom facility qualifies as an improvement to the park to use these funds. The maintenance cost to operate this facility will be augmented from the closure of the restrooms at the Troy Farm beginning spring of 2012. It is not expected that the new restroom facility at Milverton Park will increase maintenance time or expenses because of the Troy Farm restroom facility closure. Furthermore, the Troy Farm restroom facility serviced approximately 80 individuals, where Milverton Park can service this amount daily, resulting in a better use of maintenance funds.

Milverton Park has used CBDG funds to install pathways around the park including a pathway to the abutting senior housing, benches, installation of a parking lot, climbing rocks and swings, a picnic shelter, and installation of Life Trails outdoor senior exercising stations. The restroom facility will provide park patrons the ability to enjoy the park amenities for a longer period of time.

### **Recommendation**

City management and the Department of Public Works requests authorization to purchase the Denali Pre-Cast Restroom Facility from the manufacturer of the product, CXT, Inc of Spokane, Washington for an estimated total cost of \$61,250.00

The award is contingent upon the recommended bidder's submission of properly executed contracts including bonds, insurance certificates and all other specified requirements.

### **Funds Availability**

Funds are available in the Parks and Recreation Park Development Section 36 Land Improvements Capital Account.

VENDOR NAME:

<b>NO BIDS RECEIVED</b>		

Check #  
 Amount

PROPOSAL: *FURNISH ONE (1) NEW PRE-CAST CONCRETE RESTROOM BUILDING INCLUDING DELIVERY AND PLACEMENT ON FOUNDATION AT MILVERTON PARK*

Milverton Park Pre-Cast Restroom Building

**Complete for the Sum of:**

Product Manufacturer:  
 Product Model #:

**COMPLETION DATE:**

**December 21, 2011**

Calendar days to Complete:

**CONTACT INFORMATION:**

Name  
 Hours of Operation  
 24 Hr Phone #

**SITE INSPECTION:**

Y or N  
 Date

**VENDOR QUESTIONNAIRE:**

Attached: Y or N

**INSURANCE**

CAN MEET  
 CANNOT MEET

**EXCEPTIONS:**

**ACKNOWLEDGEMENT: Signed**

Y or N

**TWO FORMS COMPLETED:**

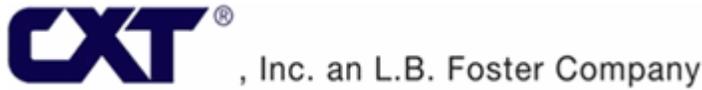
Legal Status Y or N  
 Non-Collusion Y or N

ATTEST:

Susan Riesterer  
Kurt Bovensiep  
Julie Hamilton

\_\_\_\_\_  
 Susan Leirstein CPPO, CPPB  
 Purchasing Director

Quote #: **GZEN900NOL-1**



**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216

**To:** **City of Troy**  
4693 Rochester Road  
Troy, MI 48085

**Attention:** Kurt Bovensiep  
**Phone:** (248) 524-3410

**Phone:** (800) 696-5766  
**Fax:** (509) 928-8270  
**Date:** 10/12/2011

**Re:** MI-Troy-City of Troy-Milverton Park

Our quotation for the Denali Flush Building building is as follows:

Denali double flush toilet building with standard simulated ribbed metal roof and board and batt with napa valley rock wall texture, three 16-guage galvanized steel doors and frames, vitreous china plumbing fixtures (2-lavatories, 2-water closets), two skylights, two fast-air hand dryers, two insta-hot hot water heaters, two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, MI wet stamped drawings and motion controlled interior lights and photo cell controlled exterior lights, delivered, offloaded & set on customer prepared site in Troy, MI.

Per Building

\$61,250.00

Note: Quote for City of Troy, Milverton Park Project

Freight

\_\_\_\_\_ \$61,250.00

**FOB:** Freight FOB Plant Prepaid and Add.

**Terms:** Net 30 with Credit Approval.

**Notes:** Sales tax not included  
Number of Units: \_\_\_\_

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Gregg Zentarsky  
GZentarsky@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

**CONDITIONS OF SALE**

1. Taxes

Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the 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 the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quotation Term

This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insigias are required additional charges may incur.
5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings 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, the terms of which will be as per item 2 in our quotation. 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 in cost 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 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of ½% of contract price per month or part of any month will be charged.
6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
  - A. Stake exact location building is to be set, including orientation.
  - B. Provide clear and level site, free of overhead and/or underground obstructions.
  - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
  - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
  - E. Customer is responsible for all permits required.
8. Access to Site

Delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT will negotiate extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired in order to successfully offload the facility safely and efficiently.
9. Installation
  - A. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer. This work must be approved by Customer Field Representative by signing the Additional Work Required section on the Building Acceptance Form.
  - B. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto

the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable).

- C. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a **refundable deposit of \$1,000.00** payable by credit card **only**. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. *CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.*

#### 10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site.

If you ordered a(n)....

**Cascadian/Rocky Mountain** - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

**Gunnison** - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

**Tioga Special** - Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

**Dbi Cascadian/Dbi Rocky Mountain** - Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbi-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

**Cortez/Ozark I/Teton/Pioneer** - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

**Large Flush, Sectional, or Custom Bldgs -**

**(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/Pomona/Navajo/Malibu/Kodiak/Fontana/Diablo/Denali)**

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6 "). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbi-drop.

**Schweitzer/Mendocino** - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

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 effect the stability or reliability thereof;
- 2) To any goods which have been subject to misuse, negligence, acts of God, or accidents;
- 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.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. 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.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

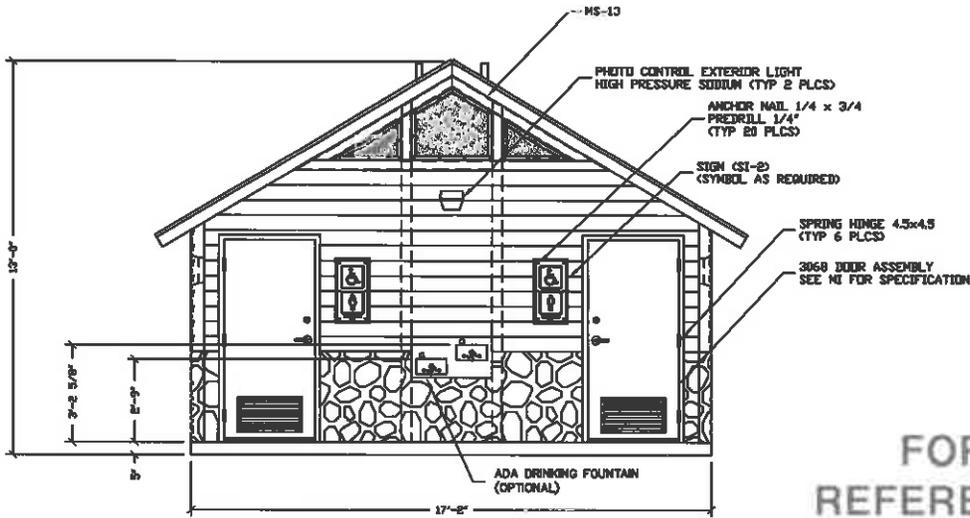
Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

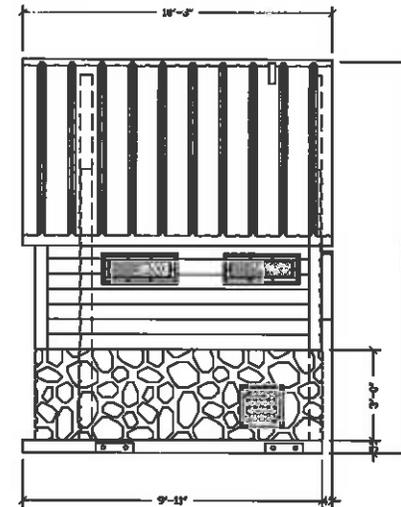
17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

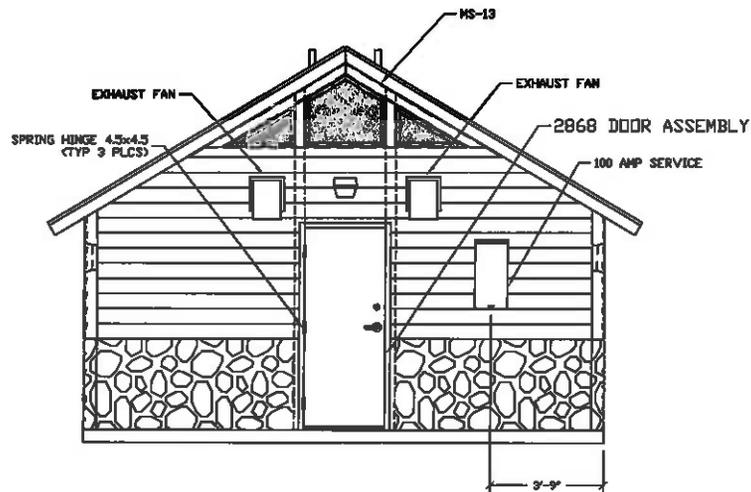


FRONT ELEVATION

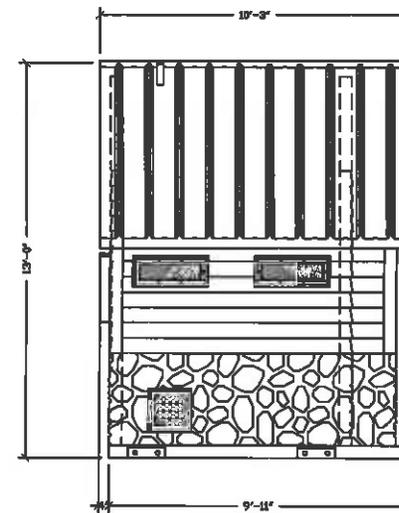
FOR  
REFERENCE  
ONLY



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

NO.	QTY	UNIT	PRICE	TOTAL
MS-13	2			
PHOTO CONTROL EXTERIOR LIGHT	2			
ANCHOR NAIL 1/4 x 3/4	20			
PREDRILL 1/4"	20			
SIGN CSI-20	1			
SPRING HINGE 4.5x4.5	6			
2068 DOOR ASSEMBLY	1			
ADA DRINKING FOUNTAIN	1			
EXHAUST FAN	2			
100 AMP SERVICE	1			

64 FC 0000 00 FC 0000 000000000000

2000 N. Dallas Blvd., #7 Spicewood, TX 78680

**CCT**  
Precast Products  
601 N. Highway 77 Willsboro, TX 76645

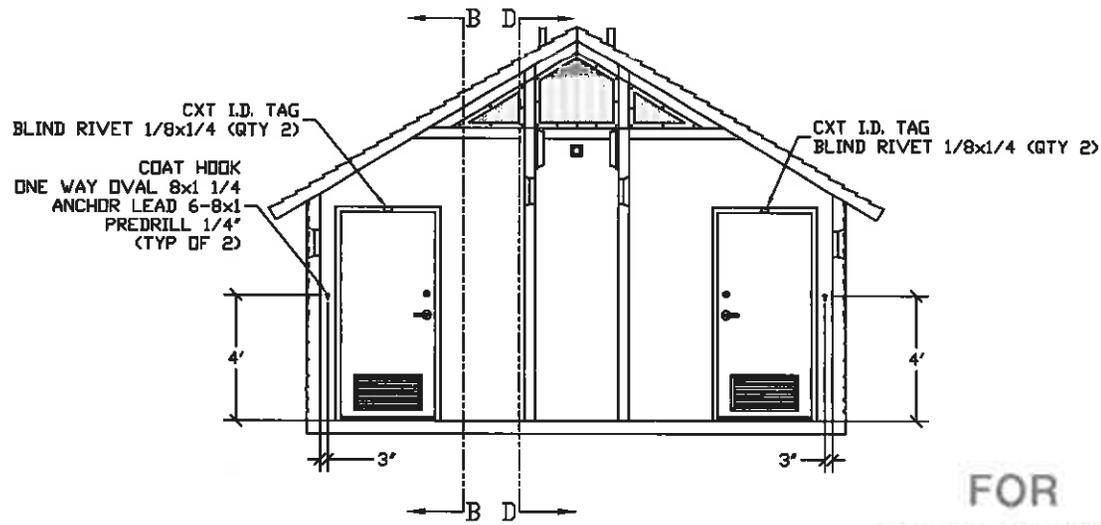
DESIGN FOR  
**DENALI**  
CITY STANDARD BUILDING

NOTE  
The information contained herein is proprietary and the exclusive property of CCT International. The information may only be used for the project specified for the purpose of which it was prepared. No other use, reproduction, or distribution is permitted without the prior written consent of CCT International. All drawings are subject to change without notice. CCT International shall not be responsible for any errors or omissions in this information or for any consequences arising therefrom.

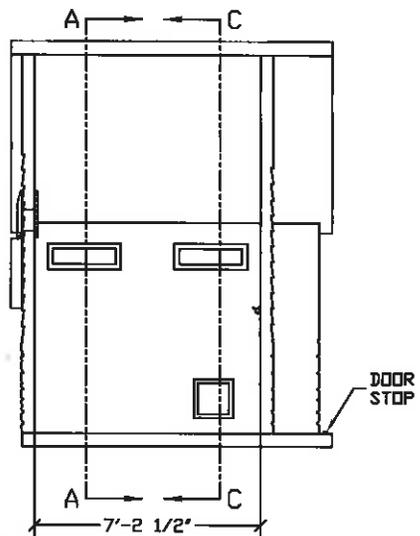
NO.	QTY	UNIT	PRICE	TOTAL

EXTERIOR ELEVATIONS

DN-02

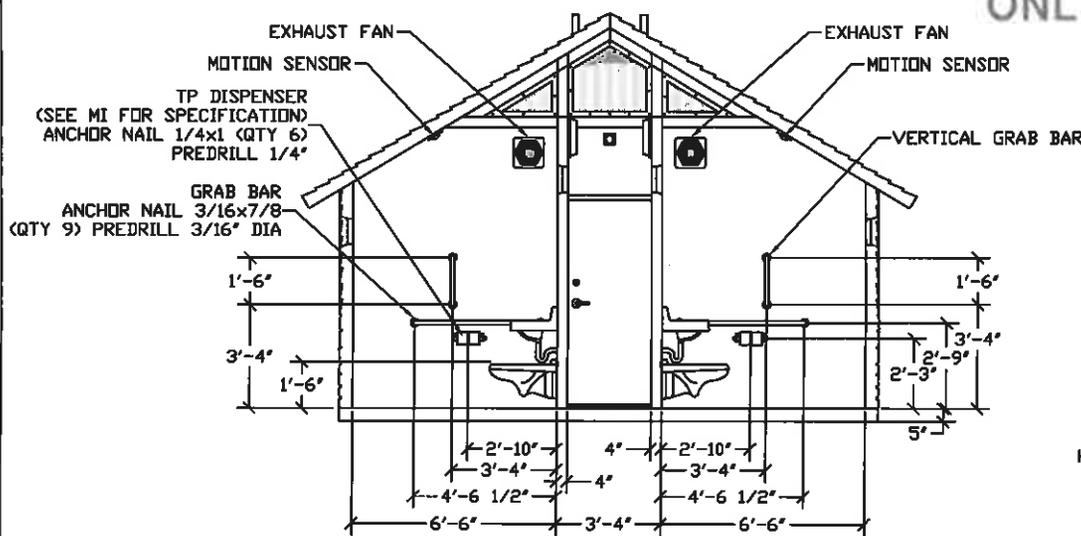


SECTION A - A

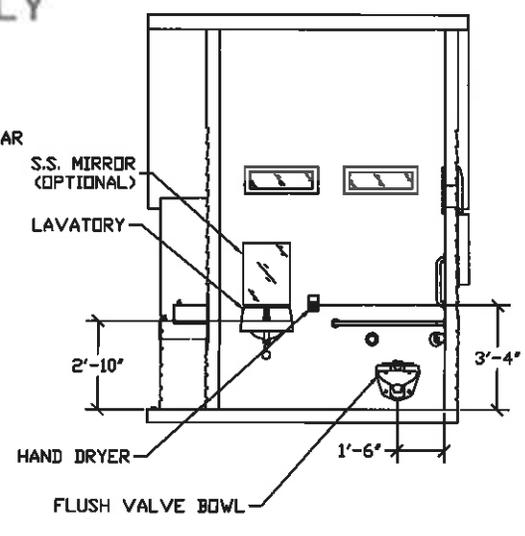


SECTION B - B

FOR  
REFERENCE  
ONLY



SECTION C - C



SECTION D - D

EMBEDDED MATERIALS			
ITEM	QTY	ITEM	QTY
BLIND RIVET 1/8x1/4	4		
GRAB BAR	2		
TP DISPENSER	2		
TOILET PAPER ROLL	4-6		
COAT HOOK	2		
DOOR STOP	2		
ONE WAY OVAL 8x1 1/4	4		
ANCHOR LEAD 6-8x1	4		
CXT I.D. TAG	2		
ANCHOR NAIL 1/4x1	12		
ANCHOR NAIL 1/4x3/4	8		
ANCHOR NAIL 3/16x7/8	18		
DL. FT. CONC.		DL. FT. STUF.	APPROXIMATE WEIGHT



PROJECT NAME  
**DENALI**  
CXT STANDARD BUILDING

NOTICE  
The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

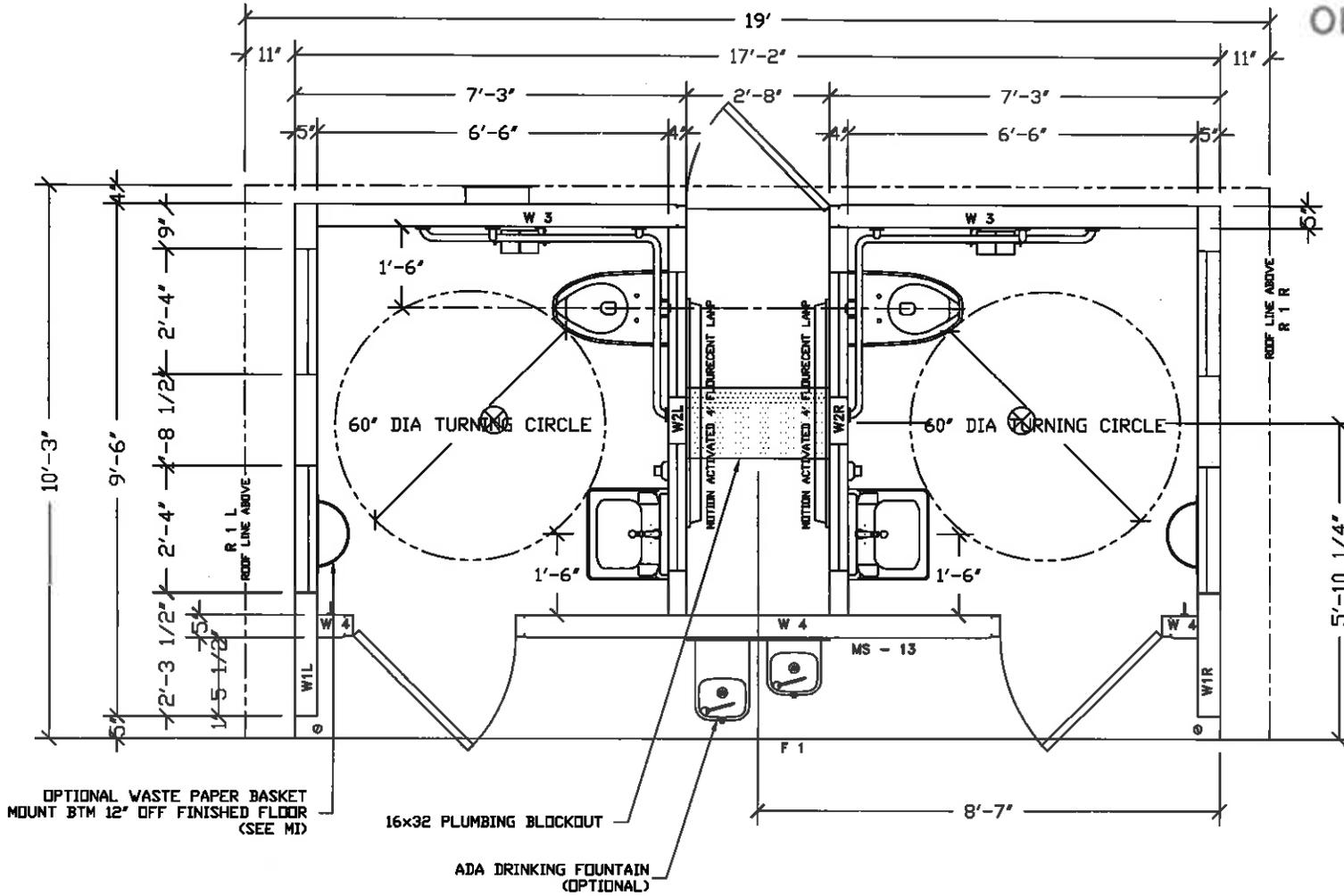
CXT Incorporated			

SCALE	1/4" = 1'-0"	DATE	04-28-08
DRAWN	D BRESSLER	FILE NO.	PD-DN03
CHECKED		PLOT	48

INTERIOR ELEVATIONS

DWG NO.	SHEET	REV.
DN-03		

FOR  
REFERENCE  
ONLY



OPTIONAL WASTE PAPER BASKET  
MOUNT 8" BTM 12" OFF FINISHED FLOOR  
(SEE MI)

16x32 PLUMBING BLOCKOUT

ADA DRINKING FOUNTAIN  
(OPTIONAL)

2000 N. Gilman Blvd., #7 Houston, TX 77059

**CCT**  
Precast Products  
901 N. Highway 77, Houston, TX 77056

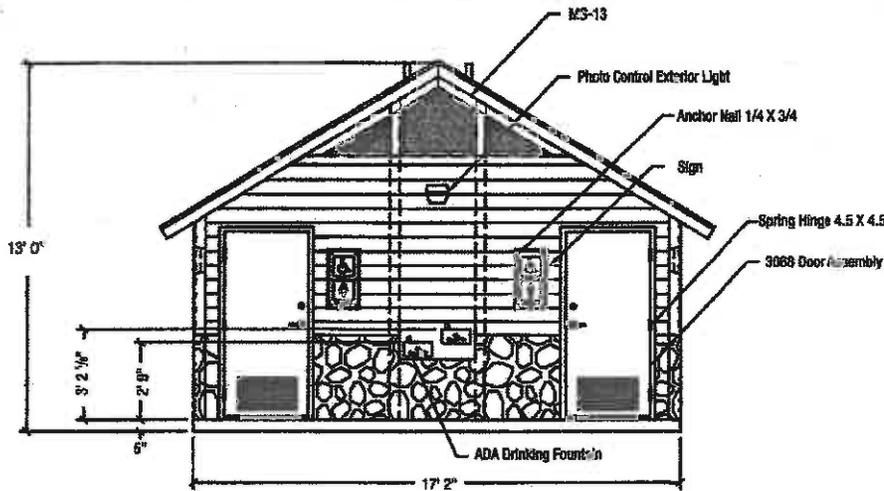
PROJECT  
DENALI  
CCT SHIPPING BUILDING

NOTICE  
The information contained herein is proprietary and the  
exclusive property of CCT International, Inc. Information  
may not be used for the original contract for the project  
without the written consent of CCT International, Inc.  
CCT International, Inc. reserves the right to modify, alter,  
change or discontinue any product, service or price  
without notice. CCT International, Inc. is not responsible for  
any errors or omissions.

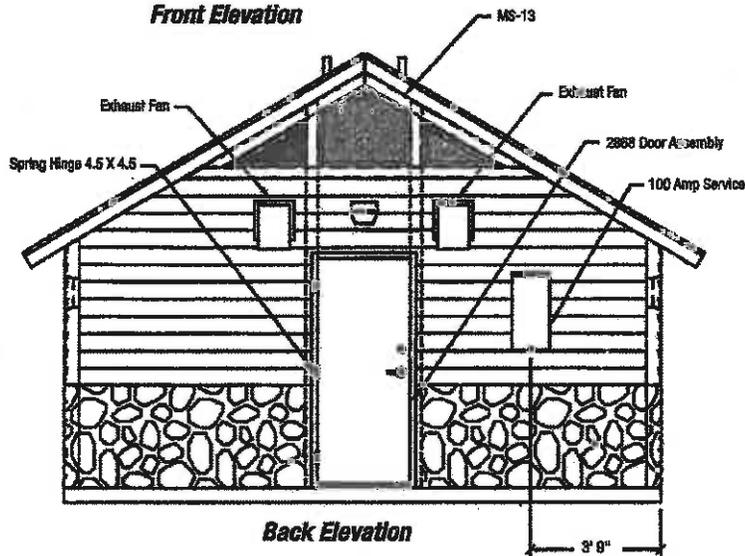
NO.	DATE	BY	CHK'D BY

FLOOR PLAN

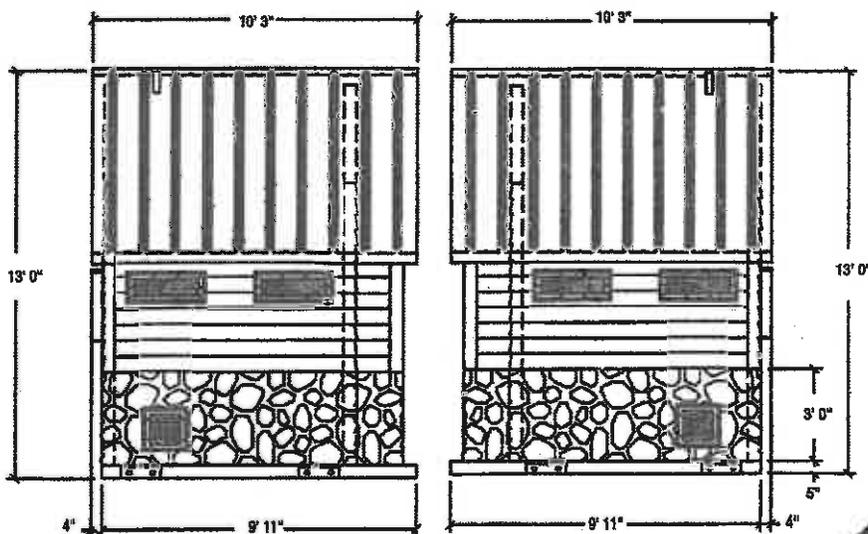
DN-04



**Front Elevation**



**Back Elevation**

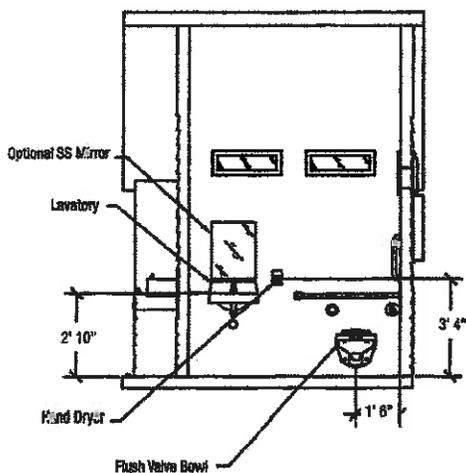
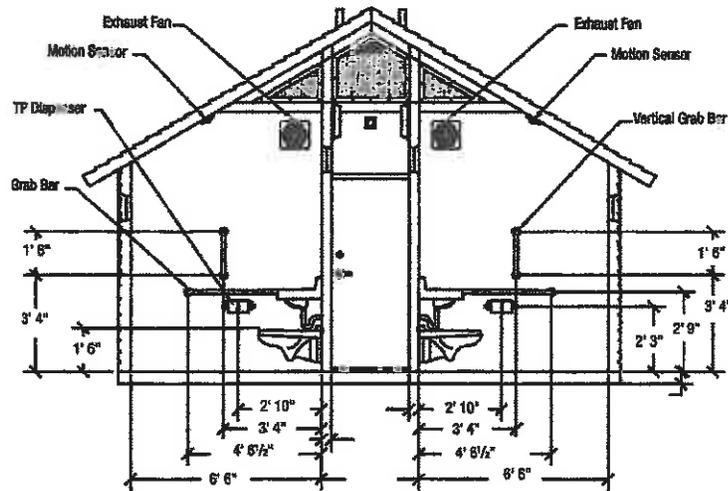
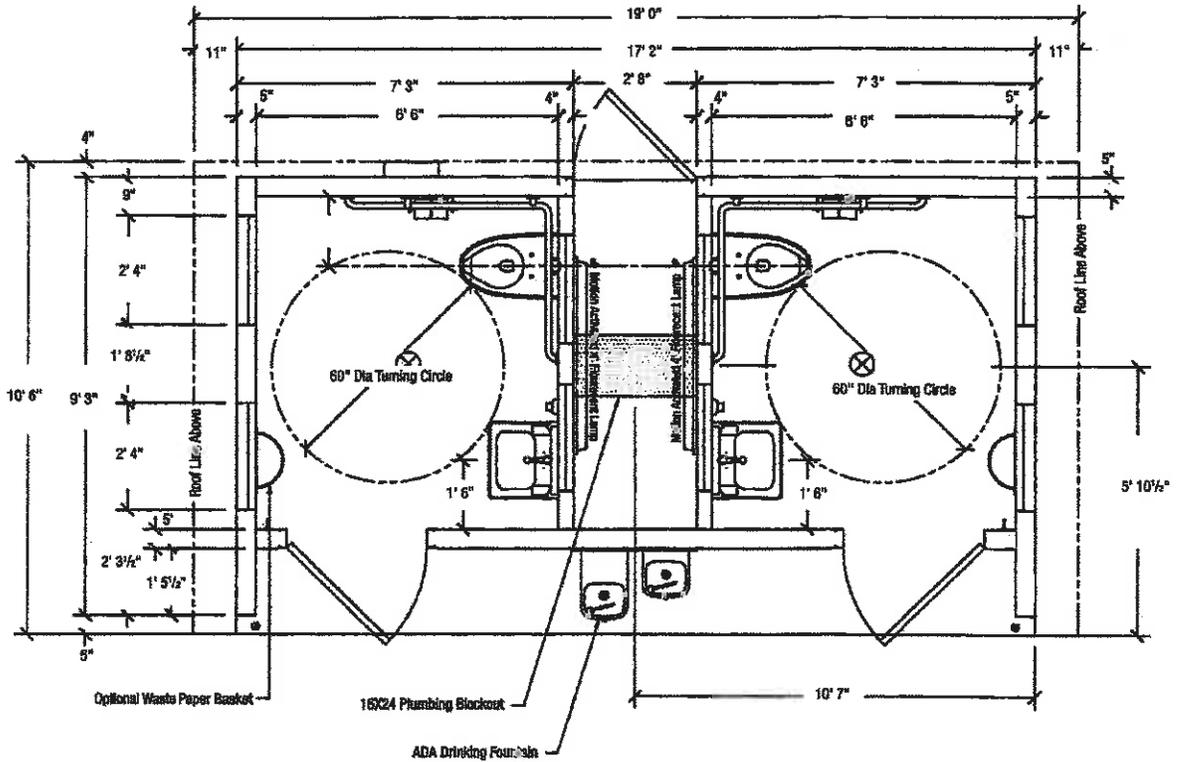


**Left Side Elevation**

**Right Side Elevation**

### Standard Equipment

- Galvanized Doors & Frames
- Door Stops
- Mortise Cylinder Deadbolt - Keyed Exterior / Blank Interior
- 12" x 12" Mechanical Wall Vents
- 3-roll Stainless Toilet Paper Holders
- Photocell Controlled HPS Metal Halide Mercury Exterior Lights
- Floor Drains
- Polished Stainless Steel spring loaded door hinges
- ADA Privacy Latch
- Pebbled Lexan Windows
- Stainless Steel Coat Hooks
- Exhaust Fans
- Adjustable brush type door sweeps
- Locking ADA Chase door latch
- Unisex Separate Sex ADA compliant Accessible Exterior Signs
- Stainless Steel ADA Grab Bars
- 100-amp Electrical Service Panel
- Motion Controlled Interior Lights (fixtures in Chase area)
- Stainless Steel Unframed Mirror



Interior Elevation

**LB Foster**

CXT® Concrete Buildings

CXT Incorporated  
An L.B. Foster Company

Spokane Industrial Park  
3808 N. Sullivan Road Bldg. #7  
Spokane, WA 99216

Telephone 509-921-8766  
Fax 509-928-8270  
Toll Free 800-696-5766

[www.cxtinc.com](http://www.cxtinc.com)

FM57026  
ISO 9001 Certified

