

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

April 8, 2020

Rich Edwards
Territory Sales Manager
(Bristol, WI Based)
CXT Incorporated
3808 N. Sullivan Road, Building #7
Spokane, WA 99216

NOTICE OF AWARD – Addendum A Centennial Park Double Vault Concrete Restroom

Dear Mr. Edwards:

Attached is a copy of the addendum dated April 8, 2020 for the change to purchase and install two (2) CXT Cortez Double Flush Restrooms at Centennial Park. Please attach this to the original Centennial Park Double Vault Concrete Restroom contract dated April 16, 2019. Also include is the signed quote and order form.

If you have any questions or need anything else, please call me at 708-403-6173 or email me at ddomalewski@orlandpark.org. Your contact for the work is Beau Breunig at bbreunig@orlandpark.org.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

cc: Beau Breunig
Gary Couch
Doug Kelly, LBFoster

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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NOTICE OF AWARD – Addendum A Centennial Park Double Vault Concrete Restroom

Dear Mr. Edwards:

This notification is to inform you that on April 6, 2020, the Village of Orland Park Board of Trustees approved awarding CXT Incorporated the purchase of two (2) Cortez Model Double Vault Concrete Restrooms in accordance with the proposal you submitted dated February 13, 2020 (per Sourcewell), for an amount not to exceed One Hundred Forty Five Thousand Three Hundred Fourteen and No/100 (\$145,314.00) Dollars (\$72,657.00 each). Attached is Addendum A to the 2019 contract for this purchase. Please sign and return to me via email to ddomalewski@orlandpark.org, along with a current Certificate of Insurance. I will fully execute the addendum and return it along with a purchase order.

If you have any questions, please call me at 708-403-6173 or email me.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

cc: Beau Breunig
Gary Couch

ADDENDUM A to
Centennial Park Double Vault Concrete Restroom

Dated
April 16, 2019

Between
The Village of Orland Park, Illinois ("VILLAGE") and CXT Incorporated ("CONTRACTOR")

WHEREAS, on April 16, 2019, a certain Agreement regarding Centennial Park Double Vault Concrete Restroom between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to modify SCOPE OF WORK AND PAYMENT.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to include the following before the words "(HEREINAFTER referred to as the GOODS)":
"2020: Purchase and delivery of two (2) CXT Cortez Double Flush restroom facilities at a cost not to exceed \$145,314.00 (\$72,657.00 each)".
3. **SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to include the following before the words "The VILLAGE agrees to pay the VENDOR..."
"Installation of the two (2) CXT Cortez Double Flush Restroom per the installation instructions"
4. **SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to include the following before the words "(hereinafter referred to as the "CONTRACT SUM")"
"2020 TOTAL COST: an amount not to exceed One Hundred Forty Five Thousand Three Hundred Fourteen and No/100 (\$145,314.00) Dollars"
5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **8th day of April, 2020**, shall be attached to and form a part of the Agreement dated the 16th day of April, 2019 and shall take effect upon signature below by duly authorized agents of both parties.

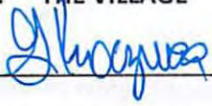
ADDENDUM A to
Centennial Park Double Vault Concrete Restroom

Dated
April 16, 2019

Between
The Village of Orland Park, Illinois ("VILLAGE") and CXT Incorporated ("CONTRACTOR")

AGREED AND ACCEPTED

FOR: THE VILLAGE

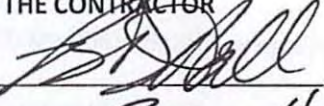
By: 

Print Name: George Koczwar

Its: Village Manager

Date: 4-22-20

FOR: THE CONTRACTOR

By: 

Print Name: Brian Hall

Its: Commercial Operations MGR

Date: 4/16/2020



Concrete Buildings



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 Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
2. ORDERING PROCEDURES: Fax 509-928-8270
3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
4. WARRANTY PROVISIONS: CXT provides a warranty against structural defects in material or workmanship for a period of twenty (20) years on all concrete components (does not include non-structural cracking). 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. 3808 N. Sullivan Road, Building 7, Spokane, WA 99216 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 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

Base Price \$ 41,332.00

Optional Sections:

Restroom \$41,332 Qty: = \$0.00	Shower* \$50,545 Qty: = \$0.00
Family Assist Shower/Restroom Combo* \$48,700 Qty: = \$0.00	Storage \$38,570 Qty: = \$0.00
Concession \$47,780 Qty: = \$0.00	

*Includes hot water tank.

Total Optional Sections 0.00

Added Cost Options:

		Price Per Unit	
Final Connection to Utilities		\$ 2,370.00	☐
Optional Wall Texture -choose one	☒ Split Face Block (\$2,370) ☐ Struck Trowel (\$2,370) ☐ Stone (\$3,150)	Reset Wall Texture	2,370.00
Optional Roof Texture -choose one	☒ Delta Rib	\$ 975.00	975.00
Two-Tone Color Scheme		\$ 265.00	☐
Stainless Steel Plumbing Fixtures (1 water closet & 1 sink)	Qty: 2	\$ 1,460.00	2,920.00
Electric Hand Dryer (each)	Qty: 2	\$ 625.00	1,250.00
Electronic Flush Valves (1 water closet & 1 sink)	Qty: 2	\$ 1,320.00	2,640.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 3,600.00	☐
4-gallon Electric Water Heater		\$ 350.00	☒
Skylight in Restroom (each)	Qty:	\$ 450.00	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 1,525.00	3,050.00
Marine Package for Extra Corrosion Resistance		\$ 3,415.00	☐
Fiberglass Entry and Chase Doors and Frames		\$ 4,275.00	☒
Tile Floor in Restroom		\$ 2,625.00	☐
Defense Shield - Anti-Graffiti Coating		\$ 2,995.00	☒
Timed Electric Lock System (does not include chase door)		\$ 3,830.00	☒
Exterior Frostproof Hose Bib with Box		\$ 410.00	☐
Paper Towel Dispenser (each)	Qty:	\$ 180.00	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 80.00	0.00
Sanitary Napkin Disposal (each)	Qty: 2	\$ 55.00	110.00
Baby Changing Station (each)	Qty: 2	\$ 450.00	900.00
CXT Wastebasket (each)	Qty:	\$ 130.00	0.00
Paint Touch up Kit - Single Color		\$ 60.00	☒
Paint Touch up Kit - Two Tone Color		\$ 65.00	☐
Total Cost of Selected Accessories from Accessories Price List:		\$	25,725.00
Estimated One-Way Transportation Costs to Site (quote):		\$	4,100.00
Custom Options: Illinois state engineered sealed drawing		\$	1,500.00
Total Cost per Unit Placed at Job Site: (excludes all taxes)		\$	72,657.00

Disclaimer: Please call to confirm selected sections are compatible.

Estimated monthly payment on 5 year lease \$1,460.41

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

Rich
Edwards

Digitally signed
by Rich Edwards
Date: 2020.02.13
11:48:28 -06'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Village of Orland Park

Company Name

Customer

Date

[Signature] 4-23-20

OPTIONS

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

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

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

☐ Basalt

☐ Mountain Blend

☒ Natural Grey

☐ Romana

Roof Texture Options:

☐ Cedar Shake

☐ Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
X Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Field Stone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

☐ Non-locking ADA Handle

☐ Pull Handle/Push Plate

☒ Privacy ADA Latch

☐ Pull Handle/Push Plate w/Slide Lock

Deadbolt Options:

☒ CXT Supplied

☐ Customer Supplied: _____

Type & Part Number

Accessible Signage Options:

☐ Men

☐ Women

☒ Unisex

Paper Holder Options:

☐ 2-Roll Stainless Steel

☒ 3-Roll Stainless Steel

Notes:

CXT Incorporated
3808 N. Sullivan Road Bldg #7
Spokane, WA 99216
Ph. 800-696-5766 Fax 509-928-8270

WORKSHEET / ORDER FORM

Complete One Form per Unit Ordered

Site Name & Address (or closest cross street): Centennial Park and Centennial Park West
City (or closest town): Orland Park IL, 60462

Cortez Flush Toilet Building

Exterior Color Option: Mark with "X (Two Tone Color Combinations W = Walls/ R = Roof)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☒ Charcoal Grey
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth			

Door Opener:

☐ Pull Handle/Push Plate w/ Slide Lock

☒ Privacy ADA Latch

Supplied: _____

Deadbolt Option

☒ CXT Supplied (Schlage)

☐ Customer

Provide Type & Part Number

Accessible Signage:

☐ Men

☐ Women

☒ Unisex

Paper Holder:

☒ 2 Roll Stainless Steel

☐ 3 Roll Stainless(added cost)

NOTES or Customer Specified Parts Not Listed:

This order sheet is for both

buildings

1. Customer: _____ Site location: _____
2. Your name: _____ Title: _____
3. Desired delivery date: _____
4. Physical address: _____
Please provide written directions from the closest town to your job site (maps acceptable).
5. Who will be the representative on site? _____ Phone #: _____
NOTE: This person will have the ability to sign for the acceptance of the building as well as authorize any changes onsite.
6. Is there cell phone coverage at the site? YES NO
If NO, how far would we need to travel to get service? _____

The trucks delivering your building can range from 75' to 120' long and can weigh up to 150,000 lbs. They require a 32' wide, firm surface to make a 90 degree turn. Some of the trailers only have 6 to 8 inches of ground clearance so even road camber can cause a problem. These trucks need a 14' wide by 15' tall clear path for travel and even wider clearance at corners.

7. Will your site accommodate the scenario listed above? YES NO
If NO, additional equipment and crane time will be required. Please call for quote.
8. Is it possible that our transport driver will encounter any of the following on our way to the job site or during the installation (including overhead obstacles):
- | | | | |
|--------------------|----------------------------|------------------|---------------|
| Load limit bridges | Seasonal road restrictions | Switchback roads | Low clearance |
| Steep grade | Rough terrain | Trees or stumps | Power lines |
| Signs | Fences | | |

Please provide detail if any of the above apply.

9. Will the transport equipment be able to access the site in inclement weather (rain, snow, etc.)?
 YES NO
If NO, is there an alternate route to access the site?

10. Due to the weight, the equipment can damage underground utilities in parks. Is there any possibility of this happening? YES NO

PLEASE NOTE: CUSTOMER IS RESPONSIBLE FOR MARKING THE EXACT LOCATION OF THE BUILDING AND A UTILITY LOCATE (CALL BEFORE YOU DIG) MUST BE DONE PRIOR TO OUR ARRIVAL FOR INSTALLATION.

If YES, please explain:

11. Does a tractor trailer and a crane have the ability to get within 2 feet of the actual install site?
 YES NO

Please reference the site mock ups to determine if either of these two scenarios is acceptable.

12. Is the pad built to or the hole dug to the specifications provided by CXT? YES NO
13. Has the pad compaction and level been verified by a third party inspection? YES NO

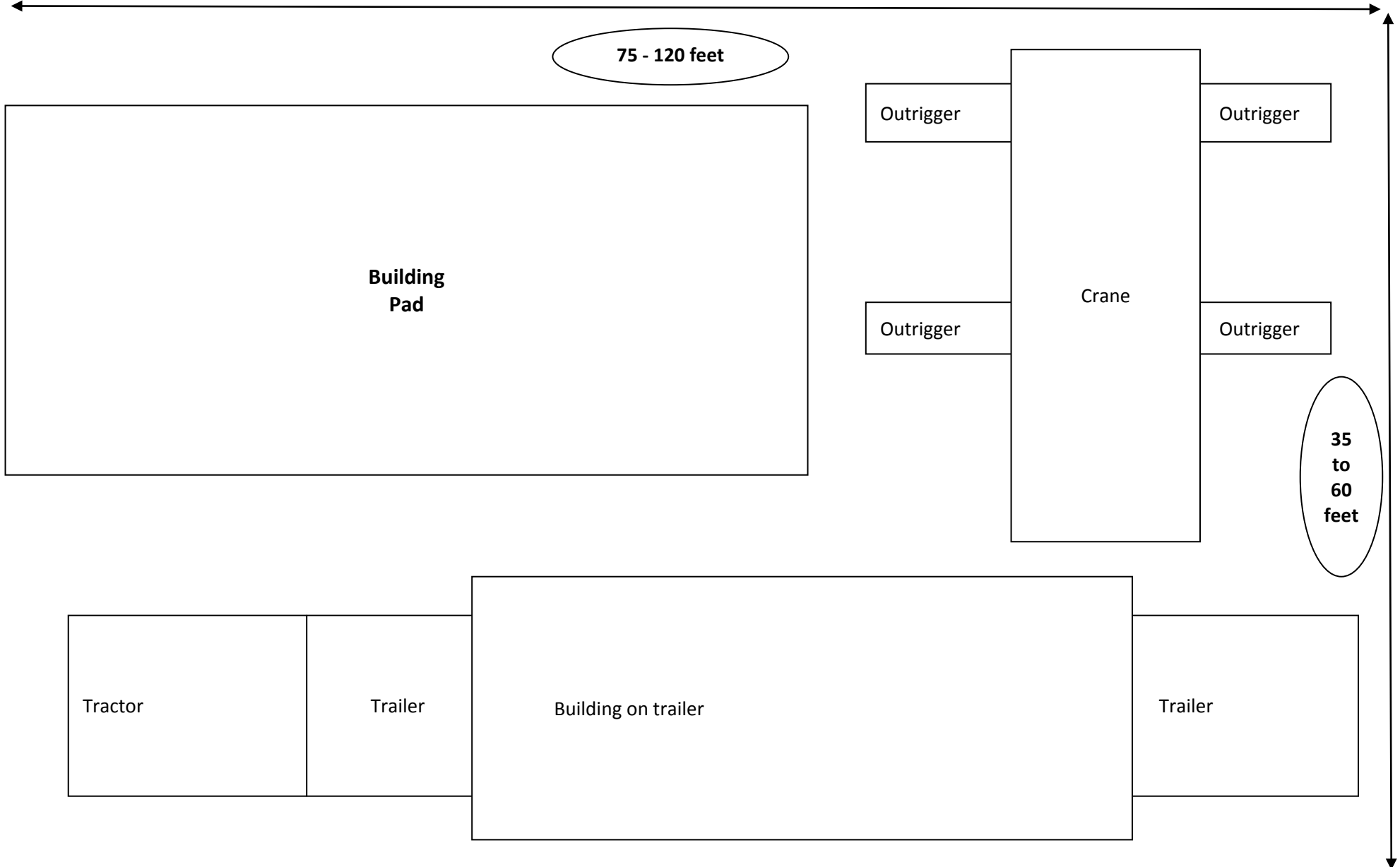
NOTE: Your building pad is required to be constructed in accordance with the FOUNDATION DETAIL in your drawing packet as well as the CXT CONCRETE BUILDINGS SUBGRADE PREPARATION CHECKLIST. If this is not verified by a certified testing agency, your warranty may be voided.

14. Are the stub ups correct per the drawing for your building? YES NO
15. Will a plumber and/ or electrician be on site to adjust the stub ups if they are not correct? YES NO
It is your responsibility to make sure that water and electricity are available and ready to be connected on the day of the installation and that the stub ups and pad are correct!

- ❖ There is a possibility that damage to your site may occur (sidewalks, grass, curbing, asphalt, underground utilities, etc.). While we do not accept liability for this damage, there may be steps we can take to minimize the potential for this damage (steel plates, gravel ramps, etc.) at an additional cost.
 - **For forest service projects, per FAR 52.236-2, differing site conditions will need to be agreed upon prior to the start of the project.**
- ❖ The installer will conduct a safety meeting the morning of the installation. Anyone who plans to be onsite during the installation is required to attend this meeting.
- ❖ Any work outside of this scope you will need to negotiate directly with the installer. it is up to their discretion whether or not to accept it!
- ❖ **IMPORTANT:** Additional charges can and/or will be charged to the customer for any out of scope site work including, but not limited to: any of the above listed conditions, temporary off load due to any cause (weather), short trailer transfer, blasting/rock removal, and larger than normal crane requirements. Please check with CXT if you have any concerns or questions

Please visit our website at <http://www.cxtinc.com> as it contains information that can be very helpful to you.

Acceptable types of access to pad (distances vary by building and crane size)



DELIVERY AND INSTALLATION QUESTIONNAIRE

