

ORDINANCE NO.: 2024-75

FIRST READING August 12, 2024

INTRODUCED BY: Ruth Cavanagh

SECOND READING Waived

THIRD READING Waived

ORDINANCE APPROVING THE QUOTE AND AGREEMENT BETWEEN CXT, INC. AND THE VILLAGE OF SOUTH RUSSELL FOR THE DOUBLE ROCKY MOUNTAIN RESTROOM DELIVERY AND SET UP FOR THE VILLAGE PARK IN AN AMOUNT NOT TO EXCEED \$116,551.00, AUTHORIZING THE STREET COMMISSIONER TO EXECUTE THE AGREEMENT, RATIFYING THE STREET COMMISSIONER'S EXECUTION OF THE AGREEMENT ON JULY 24, 2024, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to have delivered and set up at the Village Park a prefabricated double vault style restroom described as the Double Rocky Mountain Restroom (the "Restroom");

WHEREAS, CXT, Inc. is in the business of manufacturing, delivering, and installing/setting up such prefabricated restrooms;

WHEREAS, CXT, Inc. provided to the Village a quote and agreement for the manufacture, delivery and set up of the Restroom pursuant to the Village's requested options (the "Agreement"), which Agreement is attached hereto and incorporated herein by reference as **Attachment 1** and which Agreement was executed by the Street Commissioner on July 24, 2024 and submitted to CXT, Inc. to secure the quoted price of \$111,751.00 for the Restroom; and

WHEREAS, Council for the Village of South Russell desires to approve entering into the Agreement with CXT, Inc. and approve and ratify the execution of the Agreement by the Street Commissioner on behalf of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between CXT, Inc. and the Village of South Russell for the Restroom in an amount not to exceed \$116,551.00 is hereby approved pursuant to the terms and conditions in the Agreement attached hereto as **Attachment 1**.

SECTION 2. The Street Commissioner is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3. The Street Commissioner's execution of the Agreement on July 24, 2024, is hereby ratified.

SECTION 4. The Mayor and Fiscal Officer are hereby authorized to take all necessary and appropriate action to effectuate the Agreement.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 6. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to secure the cost of the Restroom; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William J. Koons
Mayor - President of Council

ATTEST:

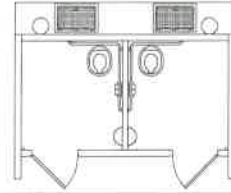
Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2024-75 was duly enacted on the 12TH day of August, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

DOUBLE ROCKY MOUNTAIN — 11' 11" x 14' 4"

Double Rocky Mountain is a double vault style restroom. Standard features include two polyethylene lined concrete vaults, simulated board and batt upper and rock lower textured walls, simulated cedar shake textured roof, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

		Price Per Unit	
Base Price		\$ 51,651.00	\$ 51,651.00
Added Cost Options		Click to Select	
Earth Work (includes excavation, backfill and cleanup)		\$ 6,500.00	<input type="checkbox"/> 0.00
Chase Option		\$ 6,500.00	<input checked="" type="checkbox"/> 6,500.00
Custom Wall Texture		\$ 7,500.00	<input type="checkbox"/> 0.00
Optional Roof Texture <input checked="" type="checkbox"/> Ribbed Metal		\$ 5,500.00	5,500.00
Insulated Roof Panel (per room)	Qty: 2	\$ 1,800.00	<input type="checkbox"/> 0.00
Room Wastebasket (each)	Qty: 2	\$ 250.00	<input type="checkbox"/> 0.00
Stainless Steel Riser (each)	Qty: 2	\$ 2,500.00	<input type="checkbox"/> 0.00
Hand Sanitizer Dispenser (each)	Qty: 2	\$ 150.00	<input checked="" type="checkbox"/> 300.00
Baby Changing Table (each)	Qty: 2	\$ 750.00	<input type="checkbox"/> 0.00
Fiberglass Doors and Frames (each)		\$ 6,600.00	<input type="checkbox"/>
Owl Guard (each)	Qty: 2	\$ 150.00	<input type="checkbox"/> 0.00
Marine Package (excluding fiberglass doors and frames, and front window frames)		\$ 6,500.00	<input type="checkbox"/> 0.00
Solar Light Kit (per room)	Qty: 2	\$ 1,200.00	<input checked="" type="checkbox"/> 240 0.00
Solar Fan Kit (per room)	Qty: 2	\$ 1,200.00	<input checked="" type="checkbox"/> 240 0.00
Rain Vent Cap (each)	Qty: 2	\$ 150.00	<input type="checkbox"/> 0.00
Timed Lock System (each)	Qty: 2	\$ 1,350.00	<input checked="" type="checkbox"/> 2,700.00
Conduit Junction Box (chase only)		\$ 1,000.00	<input checked="" type="checkbox"/> 1,000.00
Electric Light Package (chase only)		\$ 10,000.00	<input checked="" type="checkbox"/> 10,000.00
Total for Added Cost Options:			\$ 26,000.00
Custom Options: 2024 OH Installation Surcharge			\$ 13,700.00
Engineering and State Fees:			\$ 6,000.00
Estimated One-Way Transportation Costs to Site (quote):			\$ 14,400.00
Estimated Tax:			\$ 0.00
Total Cost per Unit Placed at Job Site:			\$ 111,751.00 116,551.00

Estimated monthly payment on 5 year lease **\$2,246.20**

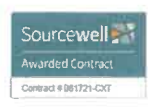
Other Options

One Color: (select one) Two-Tone Color: Walls Liberty Tan Top Section: Board and Batt Bottom Section: Napa Valley Stone Rock Color: Mountain Blend

Roof Evergreen Toilet Paper Holders: 3-Roll Stainless Steel Deadbolt Lock: Privacy Latch ADA Handle:

Signage: Men Women Unisex Accessible Right Side Left Side Rear Door

Wall Vent Location: (upon entering door)



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

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.

Village of South Russell Company Name

William J. Koms 8-12-24

Company Representative Date

ORDERING INFORMATION



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 1-½% 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.

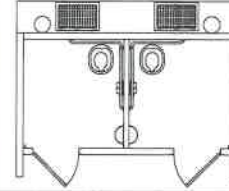
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- 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.

DOUBLE ROCKY MOUNTAIN – 11' 11" x 14' 4"

Double Rocky Mountain is a double vault style restroom. Standard features include two polyethylene lined concrete vaults, simulated board and batt upper and rock lower textured walls, simulated cedar shake textured roof, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

		Price Per Unit	
Base Price		\$ 51,651.00	\$ 51,651.00
Added Cost Options		Click to Select	
Earth Work (includes excavation, backfill and cleanup)		\$ 6,500.00	<input type="checkbox"/> 0.00
Chase Option		\$ 6,500.00	<input checked="" type="checkbox"/> 6,500.00
Custom Wall Texture		\$ 7,500.00	<input type="checkbox"/> 0.00
Optional Roof Texture <input checked="" type="checkbox"/> Ribbed Metal		\$ 5,500.00	5,500.00
Insulated Roof Panel (per room)	Qty: 2	\$ 1,800.00	<input type="checkbox"/> 0.00
Room Wastebasket (each)	Qty: 2	\$ 250.00	<input type="checkbox"/> 0.00
Stainless Steel Riser (each)	Qty: 2	\$ 2,500.00	<input type="checkbox"/> 0.00
Hand Sanitizer Dispenser (each)	Qty: 2	\$ 150.00	<input checked="" type="checkbox"/> 300.00
Baby Changing Table (each)	Qty: 2	\$ 750.00	<input type="checkbox"/> 0.00
Fiberglass Doors and Frames (each)		\$ 6,600.00	<input type="checkbox"/>
Owl Guard (each)	Qty: 2	\$ 150.00	<input type="checkbox"/> 0.00
Marine Package (excluding fiberglass doors and frames, and front window frames)		\$ 6,500.00	<input type="checkbox"/> 0.00
Solar Light Kit (per room)	Qty: 2	\$ 1,200.00	<input type="checkbox"/> 0.00
Solar Fan Kit (per room)	Qty: 2	\$ 1,200.00	<input checked="" type="checkbox"/> 2,400.00
Rain Vent Cap (each)	Qty: 2	\$ 150.00	<input type="checkbox"/> 0.00
Timed Lock System (each)	Qty: 2	\$ 1,350.00	<input checked="" type="checkbox"/> 2,700.00
Conduit Junction Box (chase only)		\$ 1,000.00	<input checked="" type="checkbox"/> 1,000.00
Electric Light Package (chase only)		\$ 10,000.00	<input checked="" type="checkbox"/> 10,000.00
Total for Added Cost Options:			\$ 28,400.00
Custom Options: 2024 OH Installation Surcharge			\$ 13,700.00
Engineering and State Fees:			\$ 6,000.00
Estimated One-Way Transportation Costs to Site (quote):			\$ 14,400.00
Estimated Tax:			\$ 0.00
Total Cost per Unit Placed at Job Site:			\$ 114,151.00

Estimated monthly payment on 5 year lease **\$2,294.44**

Other Options

One Color: (select one) **Two-Tone Color:** Walls Liberty Tan **Top Section:** Board and Batt **Bottom Section:** Napa Valley Stone **Rock Color:** Mountain Blend
 Roof Evergreen **Toilet Paper Holders:** 3-Roll Stainless Steel **Deadbolt Lock:** **Privacy Latch ADA Handle:**

Signage: Men Women Unisex Accessible Right Side Left Side Rear Door
Wall Vent Location: (upon entering door)



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

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

Gregg Zentarsky
Digitally signed by Gregg Zentarsky
Date: 2024.01.08 13:14:19 -05'00'
CXT Sales Representative Date

I accept this quote. Please process this order.

Village of South Russell Company Name
Timothy Alder
Digitally signed by Timothy Alder
Date: 2024.07.24 15:06:32 -04'00'
Company Representative 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. 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.