

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19435

Sponsor(s): Tony Miller

Date: March 27, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of a Pre Cast Concrete Restroom/Shower Facility at the Lake Jacomo Campgrounds for the Parks + Rec Department from CXT Concrete Buildings of Spokane, Washington under the terms and conditions of the State of Missouri Contract No. CC160129001, an existing government contract in the amount of \$126,255.</u></p>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$126,255</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$126,255</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$126,255</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>003-5103-58020 Park Fund, Non-Departmental, Buildings & Improvements</td> <td>\$126,255</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$126,255	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$126,255	Amount budgeted for this item * (including transfers):	\$126,255	Source of funding (name of fund) and account code number:		003-5103-58020 Park Fund, Non-Departmental, Buildings & Improvements	\$126,255
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>												
REQUEST SUMMARY	<p>The Parks + Rec Department would like to purchase a Pre Cast Concrete Restroom/Shower Facility for the Lake Jacomo Campground. The existing facility is over forty years old and has exceeded its useful life. The Parks + Rec Department would like to purchase the Pre Cast Concrete Restroom/Shower Facility from CXT Concrete of Spokane, Washington under the existing State of Missouri Contract for Pre Cast Concrete Restrooms and Shower Buildings.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends this purchase for the Parks + Rec Department from CXT Concrete Buildings of Spokane, Washington under the terms and conditions of the State of Missouri Contract No. CC160129001, an existing government contract. The Director of Finance and Purchasing recommends the purchase be made under this contract due to the larger volume of discounts offered to States.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	<p>The recommendation memorandum by Brian Nowotny, Deputy Director Park Operations; the quote from CXT Concrete and the pertinent pages of the State of Missouri Contract.</p>												
REVIEW	<table border="1"> <tr> <td>Department Director <i>[Signature]</i></td> <td>Date: 3/20/17</td> </tr> <tr> <td>Finance (Budget Approval): If applicable <i>[Signature]</i></td> <td>Date: 3/21/17</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 3/22/17</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director <i>[Signature]</i>	Date: 3/20/17	Finance (Budget Approval): If applicable <i>[Signature]</i>	Date: 3/21/17	Division Manager: <i>[Signature]</i>	Date: 3/22/17	County Counselor's Office:	Date:				
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County Counselor's Office:	Date:												

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Barbara Casamento, Purchasing Supervisor
FROM: Brian Nowotny, Deputy Director Park Operations
DATE: February 7, 2017
SUBJECT: Precast Concrete Restroom Project – Lake Jacomo Campground

The Parks+Rec Department is recommending the replacement of the restroom/shower facility at the Lake Jacomo Campground. The campground is an important amenity within the Jackson County parks system for local residents and out-of-town visitors. In 2016 the campground hosted 1,936 campsite reservations serving people from all over the United States.

The existing restroom/shower facility is over 40 years old and has exceeded its useful life. The State of Missouri has a state-bid contract (contract #CC160129001) with CXT Incorporated allowing the County to take advantage of discounted pricing and expedited shipping for the new facility.

The new restroom/shower will be factory fabricated from vandal resistant pre-cast concrete and delivered to the campground ready to install. The facility includes four family style bays, each with a separate lavatory, sink, and shower. The facility is fully ADA accessible and is designed to serve as an emergency shelter in times of need. The existing restroom facility at the campground will be re-purposed for additional emergency sheltering needs and off-season storage.

A twenty year warranty is provided by the manufacturer. Term and Supply vendors will be responsible for connecting the new facility to existing utilities and sidewalks. With County approval, fabrication can begin immediately with delivery expected within 60 to 90 days, in time for the 2017 campground season.

Please do not hesitate to contact me if you should have any questions regarding this recommendation.



Frank White Jr., County Executive

MISSOURI STATE CONTRACT
Precast Restroom Required Order Information
Contract Number CC160129001
December 4, 2016 – December 3, 2017

PERSON ORDERING

Name Barbara Casamento
Title Purchasing Supervisor
Email BCasamento@jacksongov.org
Billing address 415 E 12th Street
Kansas City, MO 64106
Office phone 816.881.3253
Cell phone _____
Fax number _____

CONTACT FOR BUILDING SPECIFICS & TECHNICAL QUESTIONS

Name Brian Nowotny
Title Deputy Director Park Operations
Email bpnowotny@jacksongov.org
Billing address 22087 Woods Chapel Rd.
Blue Springs, MO 64105
Office phone 816.503.4800
Cell phone 816.878.9799
Fax number 816.795.1234

INSTALLATION INFORMATION (Customer Representative)

Site representative's name John Johnson
Email jljohnson@jacksongov.org
Cell phone 816.365.0450

Order date



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

Missouri State Contract #CC160129001
December 4, 2016 - December 3, 2017

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 1-½% 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 two (2) 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 5 day grace period) for 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. DELIVERY INFORMATION:

All prices F.O.B. Origin prepaid and added to invoice. CXT operates two (2) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the following chart 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: AL, AR, AZ, CO, CT, DE, FL, GA, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NH, NJ, NM, NY, OH, OK, PA, PR, RI, SC, TN, TX, 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.

Exterior Color Options:

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

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

Special roof color # _____

Special wall color # _____

Special trim color # Liberty Tan on all Doors

(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:

- Barnwood
 Horizontal Lap
 Napa Valley Rock
 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: Schlage B560 626 deadbolt
 Type & Part Number

Accessible Signage Options:

- Men
 Women
 Unisex

Paper Holder Options:

- 2-Roll Stainless Steel
 3-Roll Stainless Steel

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' 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**.**

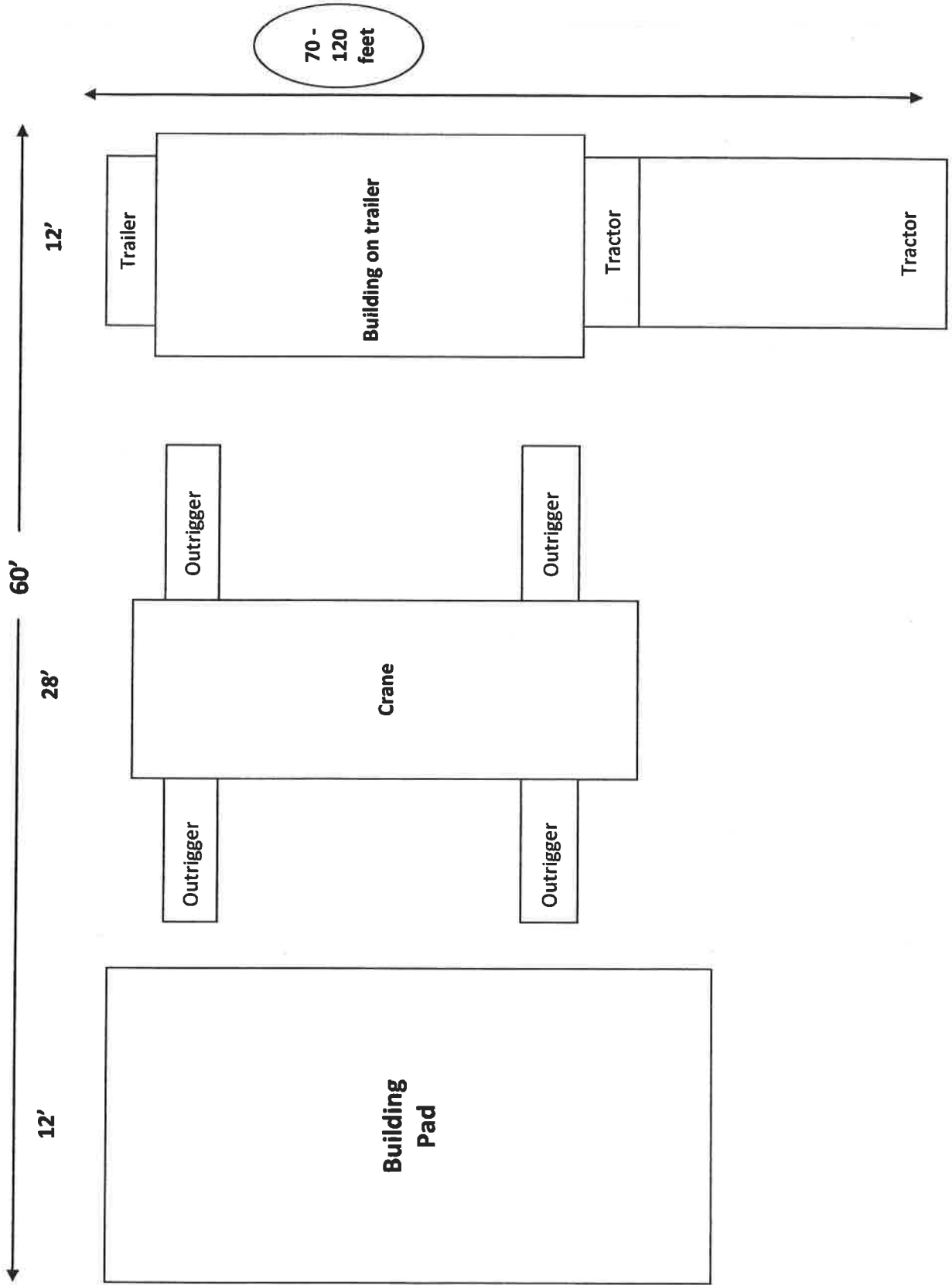
14. Are the stub ups correct per the drawing for your building? YES NO
15. Will a plumber and/ or electrician be on site to adjust the stub ups if they are not correct? YES NO

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.**
- ❖ **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.

DELIVERY AND INSTALLATION QUESTIONNAIRE





3808 N. Sullivan Road, Building #7
Spokane, WA 99216
800.696.5766
509.928.8270 fax

Res. 19435

TEXTURE SELECTIONS

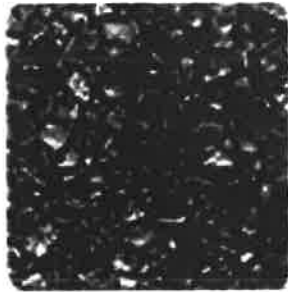
Wall Textures

STANDARD



Barnwood

OPTIONAL



Exposed Aggregate

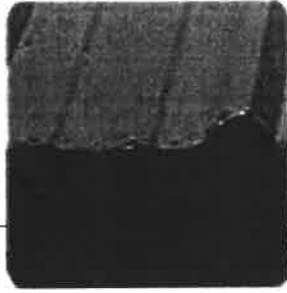
Roof Textures

STANDARD

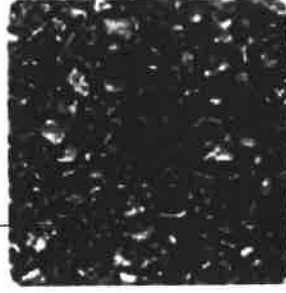


Cedar Shake

OPTIONAL



Delta



Exposed Aggregate



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: 11/22/16

CONTRACT TITLE: PRECAST CONCRETE RESTROOMS AND SHOWER BUILDINGS

CURRENT CONTRACT PERIOD:	12/04/16 through 12/03/17	
RENEWAL INFORMATION:	Original Contract Period:	12/04/15 through 12/03/16
	Renewal Options Available:	1
	Potential Final Expiration:	12/03/18
BUYER INFORMATION:	Liz Palazzolo 573-751-4885 liz.palazzolo@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority should not be used to purchase supplies/services included in this contract unless the terms of the contract, e.g., delivery time and models available, are not beneficial or usable by the state agency.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC160129001	91149860500	CXT, Inc. 3808 N. Sullivan Road, Building 7 Spokane Valley, WA 99216-1618 Contact: Rich Edwards 262-321-1421 redwards@lbfoster.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
12/04/15 – 12/03/17	11/22/16	First renewal (12/04/16 – 12/03/17). No price increase. Please note that the SAM II vendor number has changed from 9114986050 2 to 9114986050 0.
12/04/15 - 12/03/16	7/27/16	Update to pricing (corrects pricing for items 5-9).
12/04/15 - 12/03/16	12/14/15	Initial issuance of new statewide contract