

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Director

Date: May 9, 2022

Re: Contract Approval for the Installation of a Restroom Facility at Waterford Park

### **Action**

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper to enter into contracts for the installation of a restroom facility at Waterford Park.

### **Summary**

The City solicited quotes from qualified vendors for the installation of a restroom at Waterford Park.

### **Details**

Staff solicited quotes from CXT Incorporated for the installation of a new bathroom facility at Waterford Park. The restroom facility is a precast concrete structure that is similar to the one the City installed at Brook Run Park at the new Great Lawn parking lot and is identical to the one that will be installed at the new park at Perimeter Center East. CXT Incorporated has a Sourcewell Cooperative Purchasing Contract and has agreed to honor the terms of that contract for this purchase.

Attached is a copy of the quote amounts received for the restroom and the utility installation.

### **Recommendation**

Staff request that Council authorize the Mayor, City Manager, or designee to execute all documents necessary and proper and upon final legal review enter into contracts for the installation of a restroom facility at Waterford Park, with CXT Incorporated in an amount not to exceed \$102,739, Blount Construction Company Inc. in an amount not to exceed \$5,502, Zurn Plumbing Services in an amount not to exceed \$18,300 and LMI Systems Inc. in the amount not to exceed \$5,243. The total project cost is \$144,963 which includes a ten percent contingency. Funding for the project will come from fund balance which was approximately \$20 million at the end of FY 2021 based on unaudited numbers.



CXT Denali Example.

Quote #: **JCHA101DKV-1**

, Inc. an L.B. Foster Company

**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
606 N. Pines Road, Suite 202  
Spokane Valley, WA 99206

**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 04/13/2022**To: City of Dunwoody**

**Re:** Price based off Sourcewell Contract  
081721-CXT

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

Per Building

Denali double flush toilet building with standard simulated rib metal roof and board and batt over ashlar stone wall texture (Option: Cultered stone to be added by others - Height TBD), two tone color, three 16-guage galvanized steel doors (doors with nylon brush sweeps) and frames, Norton (CLP7500T) door closers, door hardware, vitreous china fixtures (2-lavatories, 2-water closets), 4 gal elec hot water heater, two Saniflow hand dryers, two soap dispensers, two 3-roll toilet paper holders, two programmable exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, Haws ADA frost free drinking fountain (customer can opt to have customer provided Ekay w/bottle filler and CXT preplumb for drinking fountain only), motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings and State approvals included

\$102,738.98

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 \$102,738.98

**FOB:** Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Dunwoody, GA area. Final connection of utilities included.

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

**Shipment:** Within 120 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

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

**Important:** Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

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 \_\_\_\_\_

Jeff Chambers  
JChambers@lbfooster.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

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 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 or other dispute arising out of or relating to this Quote, 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 insignias 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 1 1/2% 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.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, 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 shall be entitled to payment for 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 to successfully offload the facility safely and efficiently.

9. Installation

- A. **Full Install.** 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.
- B. **Set-Only Install.** 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). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. **Ship-Only.** 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.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

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. **Packet page:...**

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.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-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/Ozark II/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/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 dbl-drop.

Schweltzer/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:

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;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

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.



Blount Construction Company Inc. • 1730 Sands Place • Marietta, Georgia 30067 • (770) 541 -7333 • Fax: (770) 541-7340

**Proposal and Contract**

<b><u>SUBMITTED TO:</u></b> Gab Neps City of Dunwoody  Contact: Gab Neps Phone: 404-426-1288 Work		<b><u>PROJECT NAME</u></b> CXT Slab <b><u>PROJECT LOCATION</u></b> Waterford Park <b><u>PLANS PREPARED BY</u></b> N/A <b><u>DATE OF PLANS</u></b> N/A		<b><u>Date</u></b> 04/13/22  <b><u>Estimator</u></b> Keith Stephens	
We are pleased to submit a proposal for the following work on the referenced project, according to the following unit prices, terms, and conditions.					
Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Grade and Install 6" Gab for building	1.00	LS	\$5,501.30	\$5,501.30
<b>Grand Total</b>					\$5,501.30
<u>Project Notes</u>					

***SPECIAL PROVISIONS:*** Prices do not include the cost of removal or disposal of rock, unsuitable subgrade materials, or hazardous waste materials. We will not be responsible for shallow utilities not located by others. We will not be responsible for drainage when design grades or existing conditions provide for a slope of less than 1%.

***TERMS OF PAYMENT:*** Final measurements will be made upon completion and an invoice prepared using the *UNIT PRICES* indicated above. Estimates in the amount of 90% of work completed will be invoiced periodically with payment due in 30 days. Payment in full will be made no later than 30 days after completion of work. Should the amount due under this contract or any part of it be collected by law or through an attorney-at-law, the contractor shall be entitled to collect attorney's fees in the amount equal to 15% of such amount, and all costs of collection, plus interest at the rate of 8% per annum. If OWNER desires that we do any work not called for in our contract, we will record cost of such work, plus 10% General Overhead and 10% Profit, and prepare "Extra Work" invoices in addition to our contract invoices.

Respectfully Submitted,

This proposal is subject to acceptance within 30 days, or may be made a contract thereafter if and when accepted by you and approved by Blount Construction Company, Inc.

\_\_\_\_\_  
 (Signature)  
  
 \_\_\_\_\_  
 (Printed Name and Title)  
  
 \_\_\_\_\_  
 (Company or Firm)  
  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)  
  
 Keith Stephens/Vice President  
 \_\_\_\_\_  
 (Printed Name and Title)  
  
 Blount Construction Company, Inc.  
 \_\_\_\_\_  
 (Company or Firm)  
  
 April 13, 2022  
 \_\_\_\_\_  
 (Date)

Packet page:...





**Zurn Plumbing Service, Inc.**  
**3724 N Peachtree Rd, Atlanta,**  
**Georgia 30341 United States**  
**(770) 451-6765**

**Estimate 31767287**  
**Estimate Date 4/11/2022**

**Billing Address**

City of Dunwoody  
 4800 Ashford Dunwoody Road  
 Atlanta, GA 30338 USA

**Job Address**

Swim and Racquet Club-  
 City of Dunwoody  
 4565 Dellrose Drive  
 Atlanta, GA 30338 USA

**Description of work**

Excavate and move drain line in wet wall of precast building.  
 Rough-in two floor drains with trap primer. After building set hook-up to sewer and connect water supply.  
 According to locate person sewer is under 2' deep.  
 Note: this precast building requires 1-1/2" water line for proper operation.

Ballpark—\$11750

Bore new 1-1/2" water service line from meter to new building location approximately 180'.

Ballpark—\$6550

Task #	Description	Quantity	Your Price	Total
CONTRACT	Contract Pricing	1.00	\$18,300.00	\$18,300.00
<b>Sub-Total</b>				\$18,300.00
<b>Tax</b>				\$0.00
<b>Total Due</b>				\$18,300.00
<b>Deposit/Downpayment</b>				\$0.00

Thank you for choosing Zurn Plumbing Service, Inc.

The summary above is furnished by Zurn Plumbing Service, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

The below listed standard conditions apply to all work unless an exception is noted above. This contract does not include any cost to correct inadequate, illegal, obsolete, or defective plumbing equipment nor does it include removal, moving, or charging of any plumbing equipment not specified in this contract. Contract is for plumbing work only - painting, patching, electrical, carpentry, or roofing work is not included unless specified above. All work is to be done in a neat and workmanlike manner in accordance with existing codes governing our craft. Unless otherwise noted, terms are payment in full upon completion. A service charge of 1 ½% per month will be added to any unpaid balance. All materials and equipment remain the property of ZURN PLUMBING SERVICE, INC. until the contract is paid in full. We guarantee the installation to be free of defects in workmanship and materials for one year from the date of installation. Five years on sewer and water replacement. If rock strata is encountered on sewer excavation jobs additional charges may apply. If ZURN PLUMBING SERVICE, INC is not paid in full for the work and services as set forth above, and this account is turned over to an attorney for the purpose of collection, then the damages sought by ZURN PLUMBING SERVICE, INC will include the full amount of this invoice plus court costs and reasonable attorney fees.



PROJECT MANAGER : JOEY GOODWIN  
 TO: GABE NEPS  
 COMPANY: WATERFORD PARK

JOB REST  
 NAME: ROOM  
 SERVICE  
 DATE: 4/7/2022  
 PHONE: 470-314-7672

**DESCRIPTION:****TOTAL COST:**

INSTALL A 240 VOLT 60 AMP FEEDER TO SUPPLY THE  
 ELECTRICAL PANEL IN THE REST ROOM  
 BUILDING.

THIS QUOTED PRICE IS GUARANTEED FOR 30  
 DAYS,  
 PRICES WILL VARY WITH MATERIAL COST

**TOTAL:****\$5,242.17**

The following price is good for 30 days. All of the above work to be completed in a workmanlike manner according to NEC and local code practices for the above.

The parties agree that all disputes in anyway related to, arising out of, or connected with the sale of goods and/or services provided by LMI Systems, Inc.

Shall be litigated if at all, exclusively in Dekalb County, Georgia. Furthermore, the parties also agree that Georgia law shall govern all such disputes.

Customer Signature\_\_\_\_\_

Mike Gentile

Project Manager

770-616-9286