

Restrooms @ Desert Peak



Tooele County Council Agenda Item Summary

Department Making Request:

Parks and Recreation

Meeting Date:

Feb. 15, 2022

Contract

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 252,749.00

Item Title: DPC Restrooms/Showers

Please answer the who? what? when? why?

CXT holds the UT State Contract (PD 2665) for precast concrete restrooms. This restroom/showers was approved with the 2022 budget. We are within the \$300,000 approved budget, remaining budget (\$47,251) will cover cost to run, water, sewer and electrical.

The restrooms will be set in place at the current DPC RV camping area.

List who needs copies when approved:

Impact Fees

Department	Project Type	Description	Budget Allowance	Est. Start Date	Est. Completion Date
Recreation	Deseret Peak	Construct Restroom & Shower Facility	\$300,000	Spring 2022	
		State Contracted Vendor CXT			
		Total	\$300,000		

ORDERING INFORMATION



UT State
Contract PD 2665

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.
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 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1019282233 ABA/Routing: 043000096
Email remittance details to AR@lbfooster.com

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 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.

**Customer is responsible for all local permits and fees.

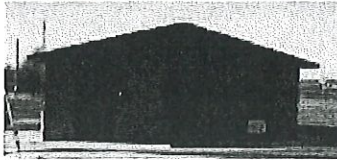
APPROVED AS TO FORM:

Colin R. Winchester 02/11/2022

Colin R. Winchester
Deputy Tooele County Attorney

Sam A. Welch 2/16/22
County Manager

Santiago



Custom building where you can match units to meet your needs. Units include restroom, shower, concession, storage and combo configurations. 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.

Santiago

Sections:	
Restroom* \$60,134 Qty: 1 = \$ 60,134	Shower* \$78,566 Qty: 1 = \$ 78,566
Family Assist Restroom* \$60,134 Qty: = \$ 0	Concession* \$65,865 Qty: = \$ 0
Family Assist Shower* \$71,049 Qty: 1 = \$ 71,049	Multuser Room \$65,443 Qty: = \$ 0
*Includes 4-gallon water heater.	
Total Sections \$209,749.00	

Added Cost Options:		Price per Unit	
Final Connection to Utilities (per section)		\$ 3,500.00	<input type="checkbox"/> 0.00
(per section) {	Optional Wall Texture -choose one	<input type="radio"/> Split Face Block (\$3,500) <input type="radio"/> Struck Trowel (\$3,500) <input type="radio"/> Stone (\$5,000)	Reset Wall Texture 0.00
	Optional Roof Texture -choose one	<input type="checkbox"/> Delta Rib	\$ 3,000.00 0.00
Porch/Wing Wall		\$ 58,565.00	<input type="checkbox"/> 0.00
Insulation / Heaters (per section)		\$ 18,500.00	<input type="checkbox"/> 0.00
Stainless Steel Water Closet (each)	Qty:	\$ 950.00	0.00
Stainless Steel Urinal (each)	Qty:	\$ 950.00	0.00
Stainless Steel Lavatory (each)	Qty:	\$ 600.00	0.00
Electric Hand Dryer (each)	Qty:	\$ 700.00	0.00
Electronic Flush Valves- Water Closet (each)	Qty:	\$ 750.00	0.00
Electronic Flush Valves- Urinal (each)	Qty:	\$ 750.00	0.00
Electronic Flush Valves- Lavatory (each)	Qty:	\$ 650.00	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	\$ 3,600.00	<input type="checkbox"/> 0.00
Optional Door Closure (each)	Qty: 2	\$ 450.00	<input type="checkbox"/> 0.00
Skylight in Restroom (each)	Qty:	\$ 450.00	0.00
Marine Grade Skylight In Restroom (each)	Qty:	\$ 1,600.00	0.00
Marine Package for Extra Corrosion Resistance (per section)		\$ 3,450.00	<input type="checkbox"/> 0.00
Fiberglass Entry and Chase Doors and Frames	Qty:	\$ 1,700.00	0.00
Tile Floor In Restroom (per section)		\$ 3,000.00	<input type="checkbox"/> 0.00
2K Anti-Graffiti Coating (per section)		\$ 3,500.00	<input type="checkbox"/> 0.00
Timed Electric Lock System (does not include chase door)	Qty:	\$ 2,500.00	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	\$ 450.00	<input type="checkbox"/> 0.00
Paper Towel Dispenser (each)	Qty:	\$ 200.00	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 100.00	0.00
Sanitary Napkin Disposal (each)	Qty:	\$ 75.00	0.00
Baby Changing Station (each)	Qty:	\$ 500.00	0.00
CXT Wastebasket (each)	Qty:	\$ 150.00	0.00
Stamped Plans		\$ 3,000.00	<input checked="" type="checkbox"/> 3,000.00

Total Cost of Selected Accessories from Accessories Price List: \$ 3,000.00

Estimated One-Way Transportation Costs to Site (quote): \$ 20,000.00

Custom Options: 4 Door restrooms \$10,000, 2022 Increase \$10,000, \$ 20,000.00

Non-taxable Items (i.e., freight, installation, etc.): \$

Tax: \$

Estimated monthly payment on 5 year lease \$5,080.25

Total Cost per Unit Placed at Job Site: \$ 252,749.00

Disclaimer: Please call to confirm selected sections are compatible.

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.

	Company Name
	Customer
	Date



Contract # PD2665

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

CXT Concrete Buildings
 _____ Name
3808 N Sullivan Road, Bldg. 7
 _____ Address
Spokane, WA 99216 CO 80022
 _____ City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Kurt Mee Phone #303-552-1843 Email kmee@lbfooster.com
 Vendor # UC000160644 Commodity Code # 95130

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Vaulted Toilets
3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid# CN17129.
4. CONTRACT PERIOD: Effective Date: 7-27-17 Termination Date: 7-26-2022 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): _____.
6. Administrative Fee, as described in the Solicitation and Attachment A: .40%.
7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Bid Sheet/ Market Basket
 ATTACHMENT D: Building Options
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # CN17050.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Kurt Mee

 Contractor's signature

7/20/17

 Date

[Signature]

 Director, Division of Purchasing

7/20/17

 Date

Kurt A. Mee

 Type or Print Name and Title

<u>Cody Nelson</u>	<u>801-538-3141</u>	<u>801-538-3882</u>	<u>codynelson@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Division**" means the Division of Purchasing and General Services.
 - f) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - g) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - h) "**Procurement Item**" means a supply, a service, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - i) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - j) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all

Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of an Eligible User.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement by the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits

of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.
If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
28. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default

providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

29. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

30. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

31. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

32. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

33. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

34. **REPORTS AND FEES:**

a. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the Division in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The quarterly administrative fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.

c. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

35. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

36. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

37. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
38. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
39. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
40. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
41. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
43. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
45. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
46. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
47. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
48. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
49. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
50. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
51. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
52. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
53. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.

54. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised March 24, 2017

OPTIONS

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"/> 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"/> 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 # _____

(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. |
| Split Face Block | Board & Batt | River Rock | |
| Stucco/Skip Trowel | Brick | Flagstone | |

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

Door Opener Options:

- Non-locking ADA Handle Pull Handle/Push Plate
- Privacy ADA Latch

Deadbolt Options:

- CXT Supplied Customer Supplied: _____
- Type & Part Number

Accessible Signage Options:

- Men Women Unisex

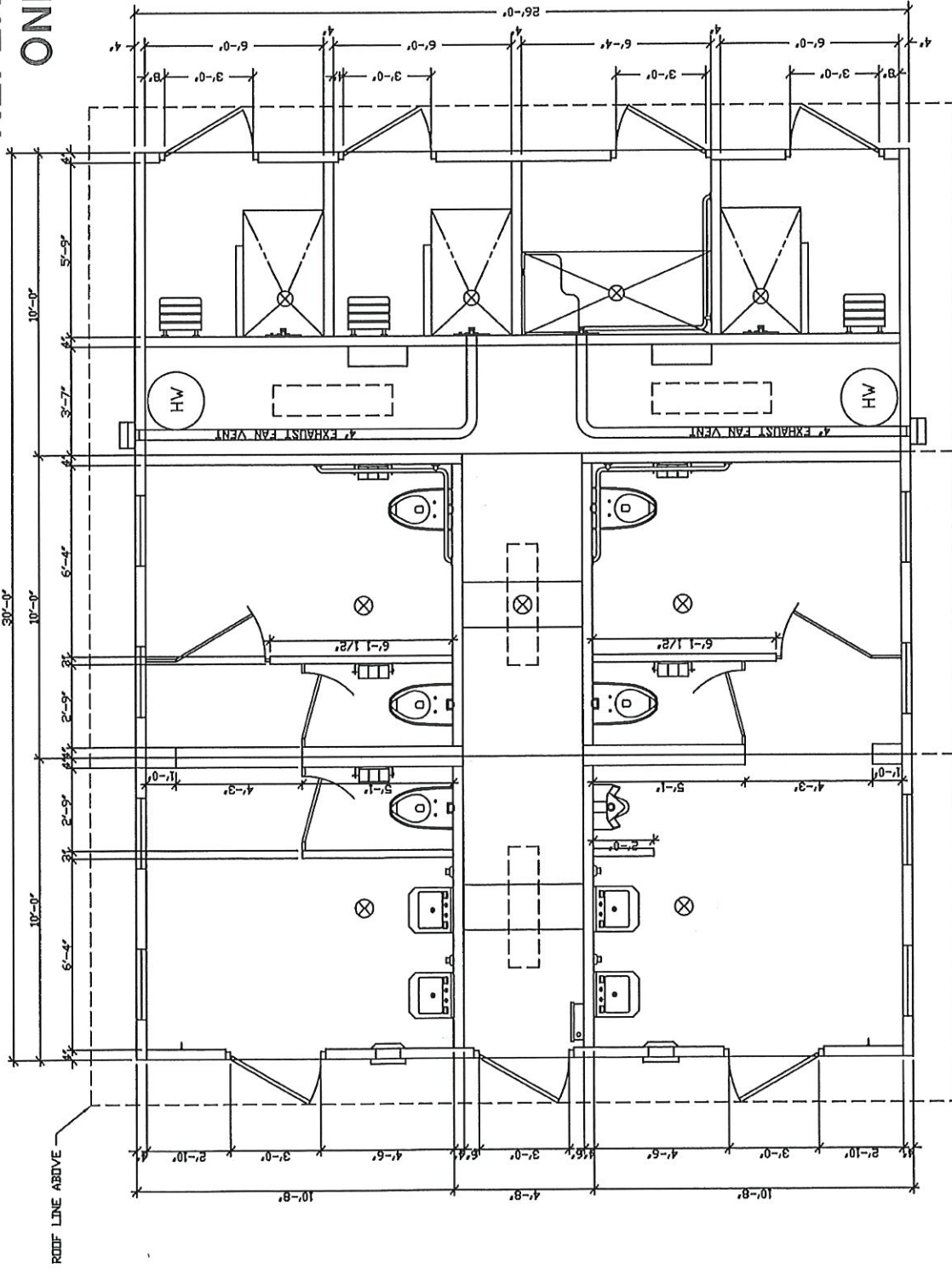
Paper Holder Options:

- 2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:

14-254P design proposal

FOR
REFERENCE
ONLY



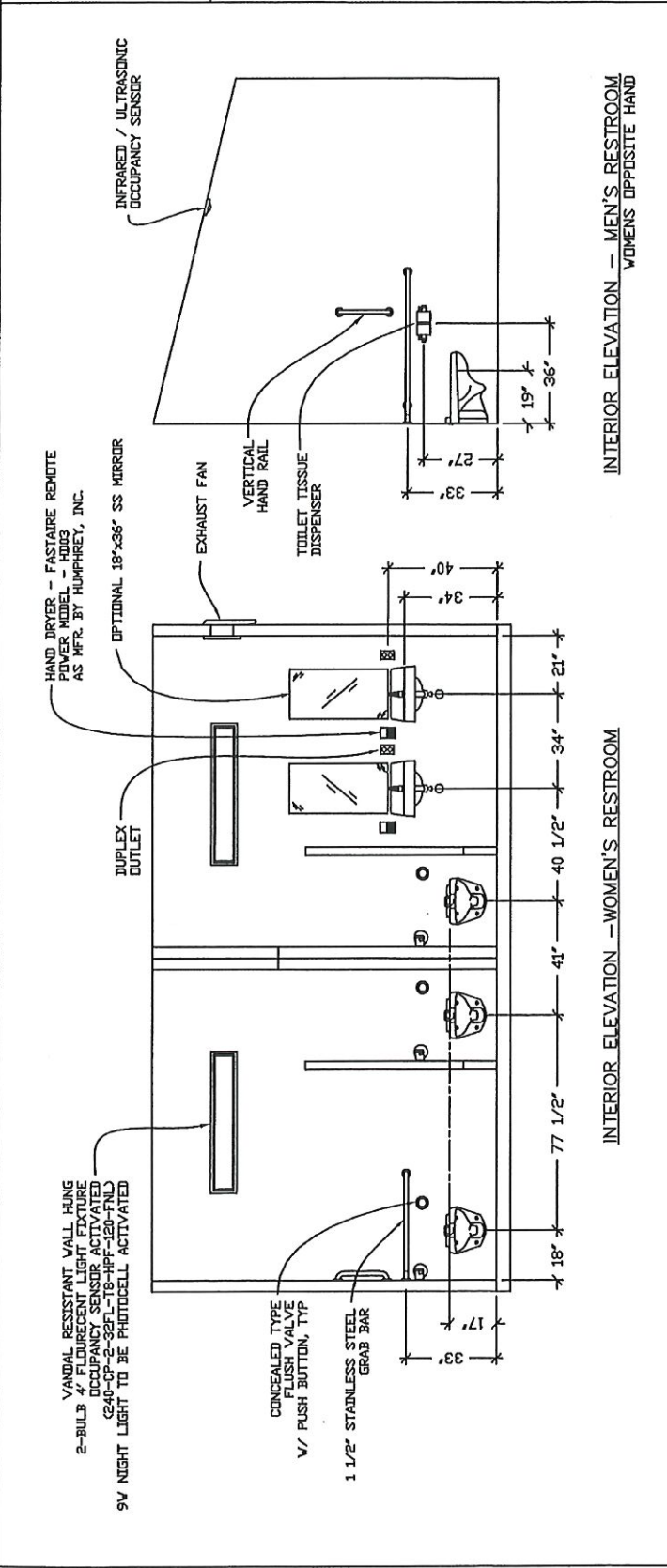
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REV.	DESCRIPTION	DATE	BY	CHK.
1	ISSUED	3/7/87
2
3
4
5
6
7
8
9
10

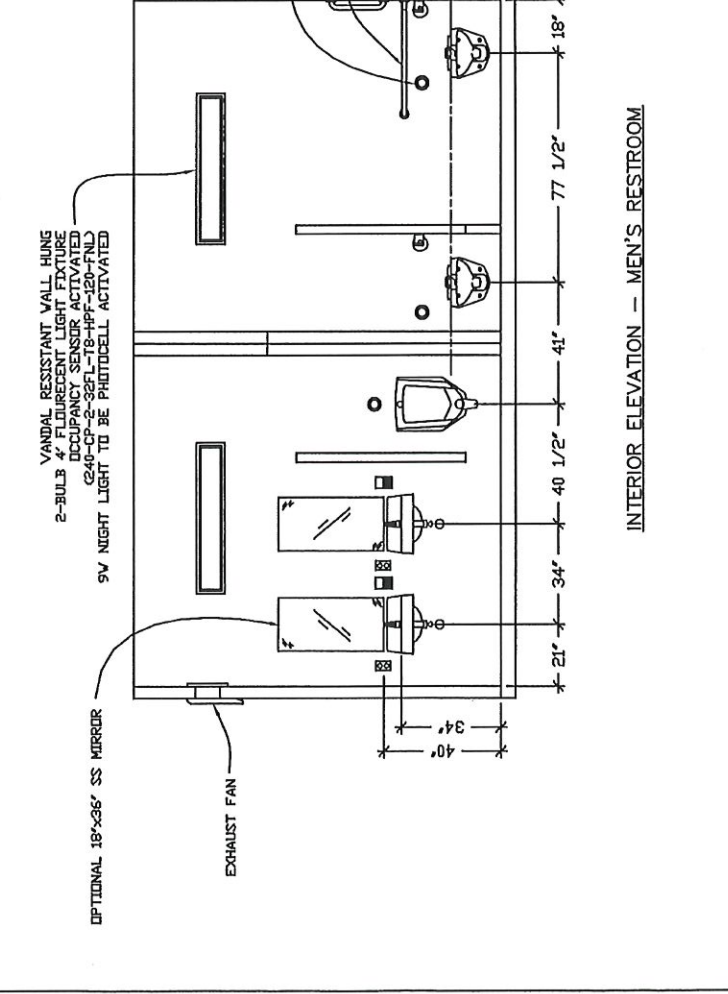
DWG. NO. CH-03
SHEET 1 OF 1
FLOOR PLAN



INTERIOR ELEVATION — MEN'S RESTROOM
WOMENS OPPOSITE HAND

INTERIOR ELEVATION — WOMEN'S RESTROOM

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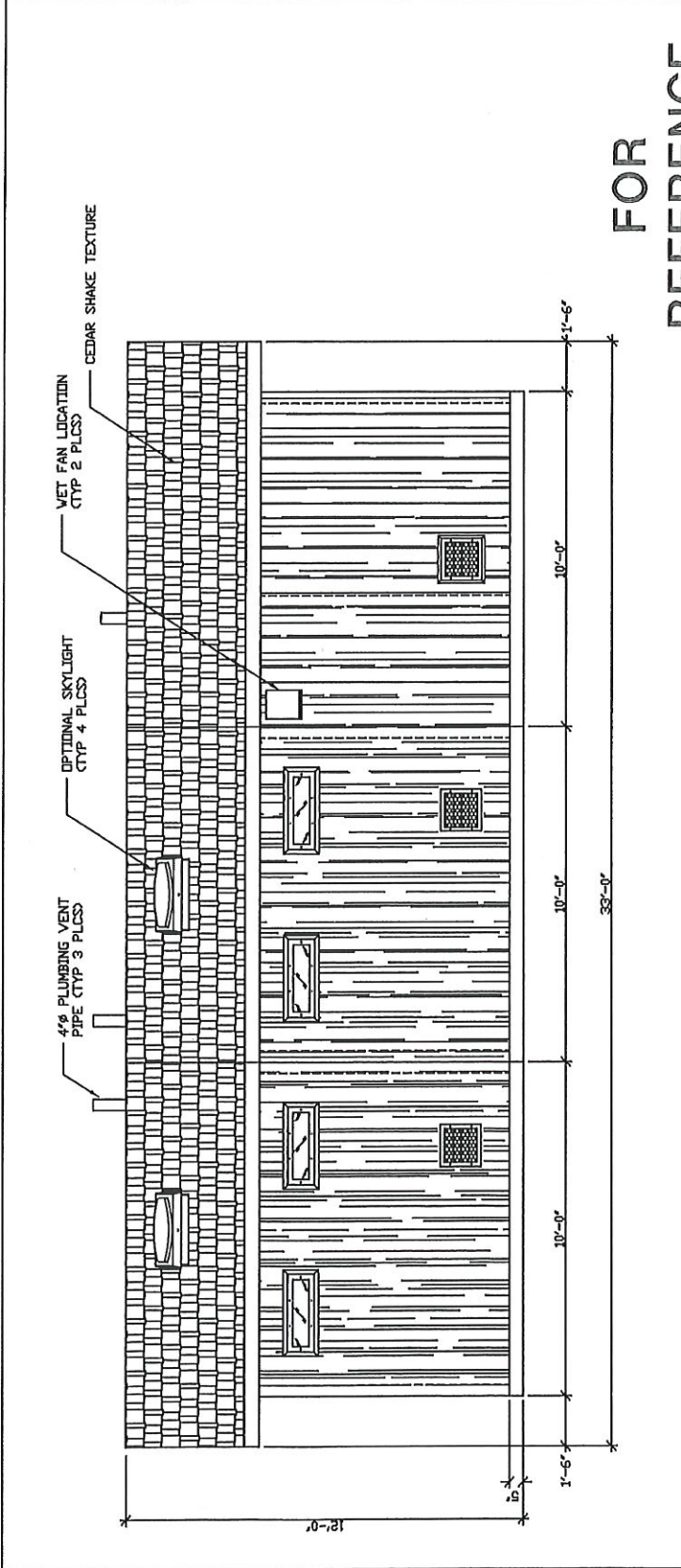
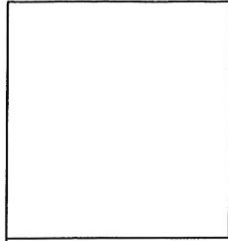
INTERIOR ELEVATION — MEN'S RESTROOM

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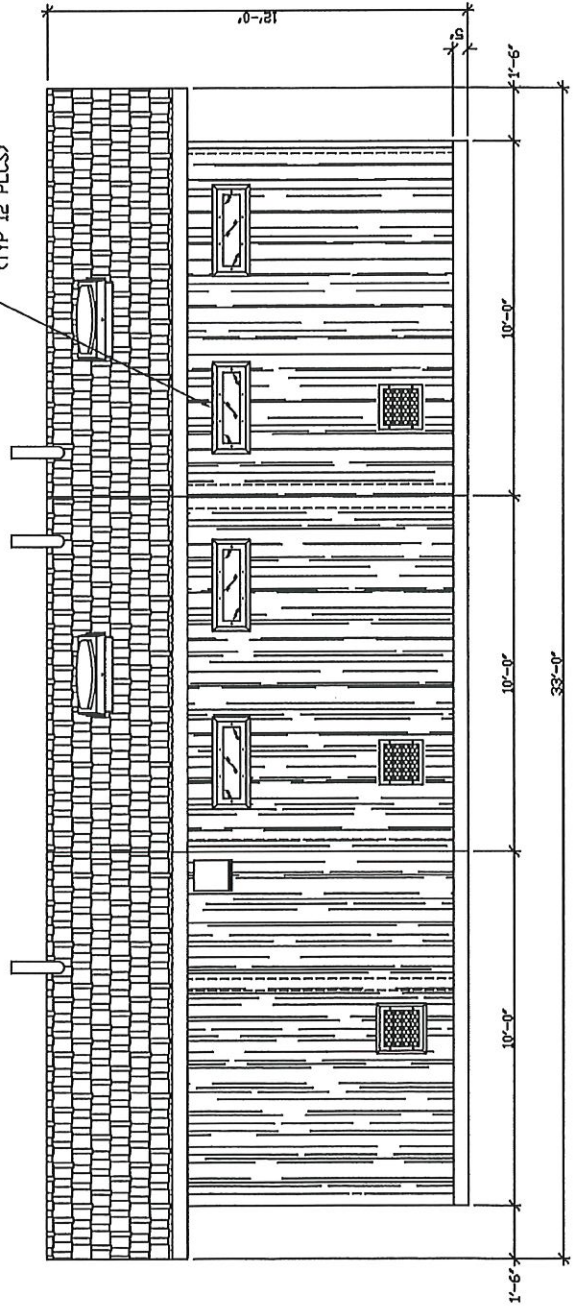
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SCALE	DATE
DRAWN	BY
CHECKED	DATE
PROJECT	NO.
SHEET	REV.



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RH SIDE ELEVATION

2'-4"x10" LEXAN WINDOWS
CTYP 12 PLCS



LH SIDE ELEVATION



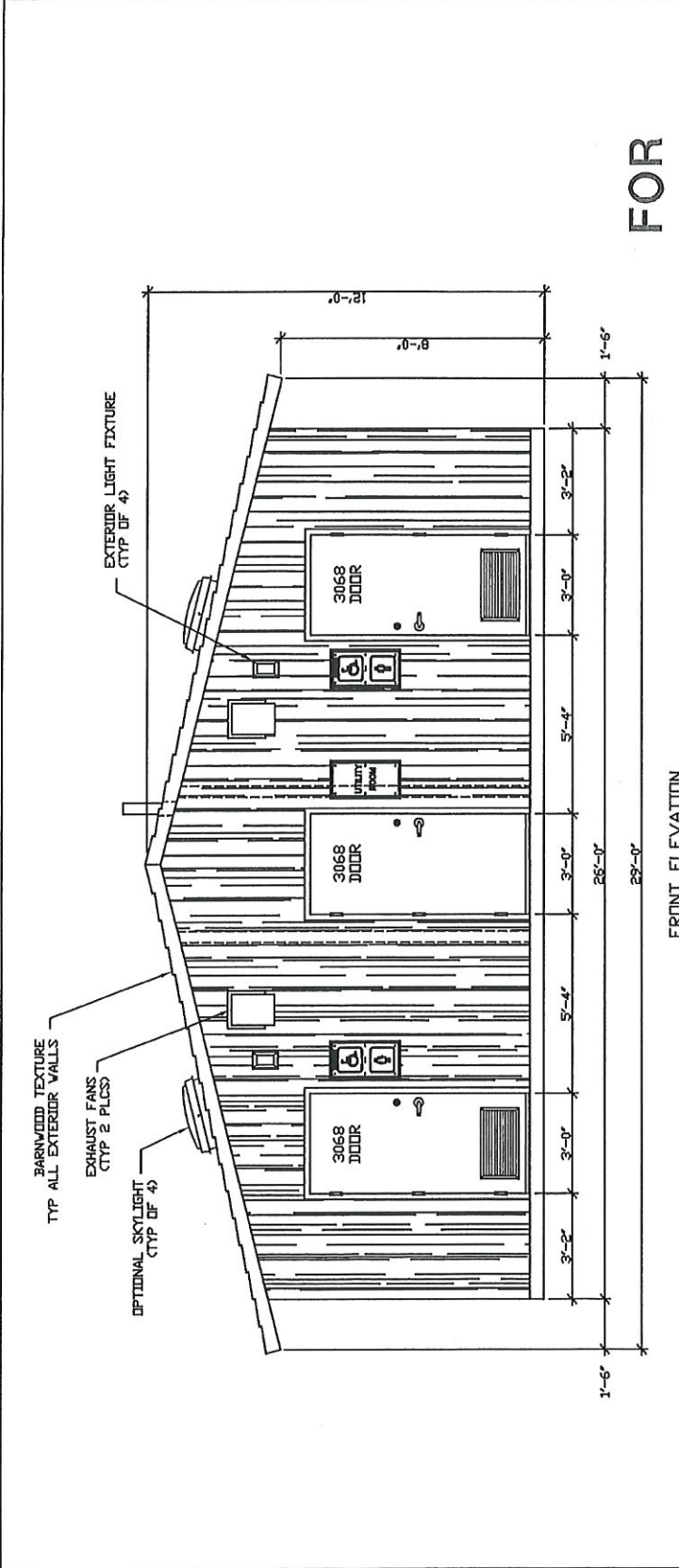
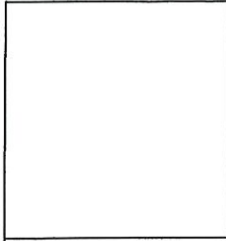
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SCALE	1/8" = 1'-0"	DATE	04-25-06
DRAWN		FILE NO.	PS-0005
CHECKED		POST.	SL

BUILDING ELEVATIONS

SHEET CH-05



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FRONT ELEVATION



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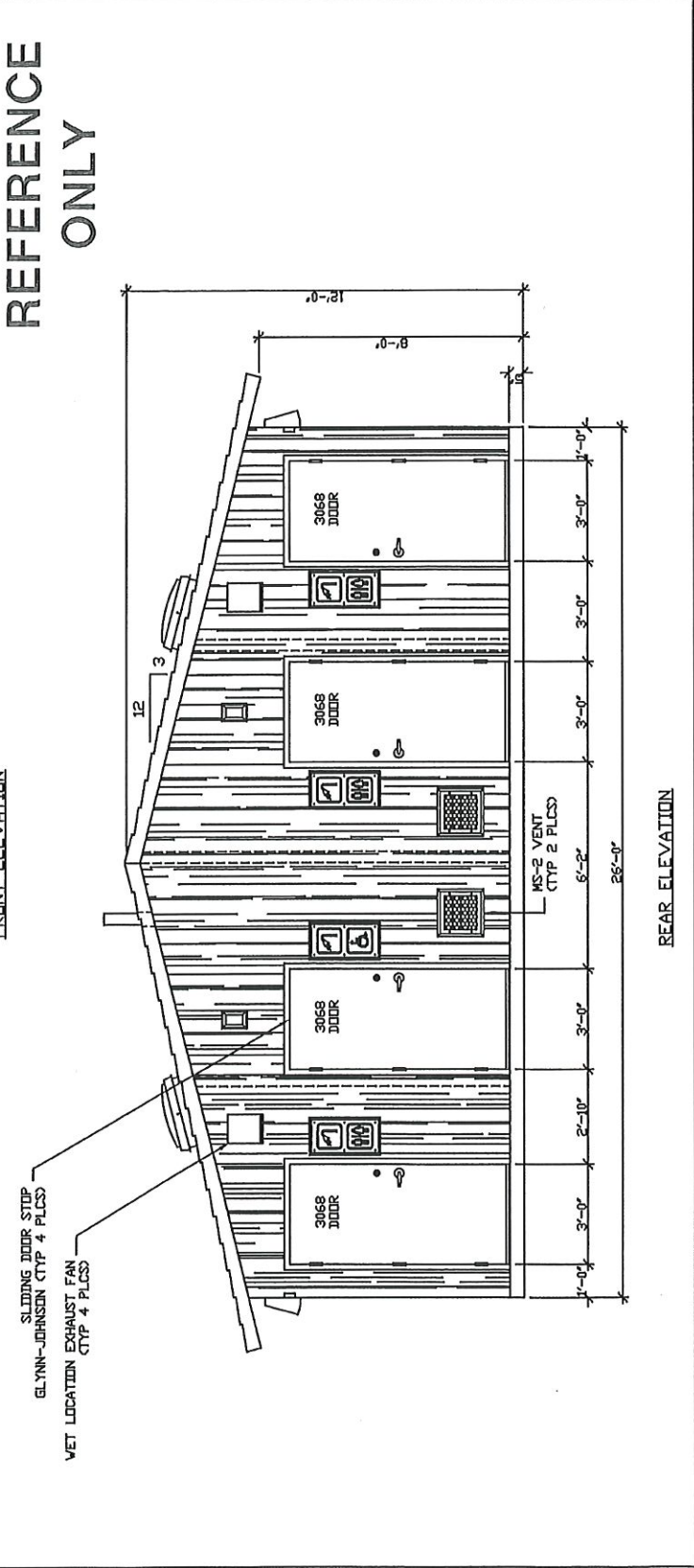
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SCALE	DATE	REVISION
1/8" = 1'-0"	04-25-09	
DRAWN	FILE NO.	PROJECT
DESIGNED		

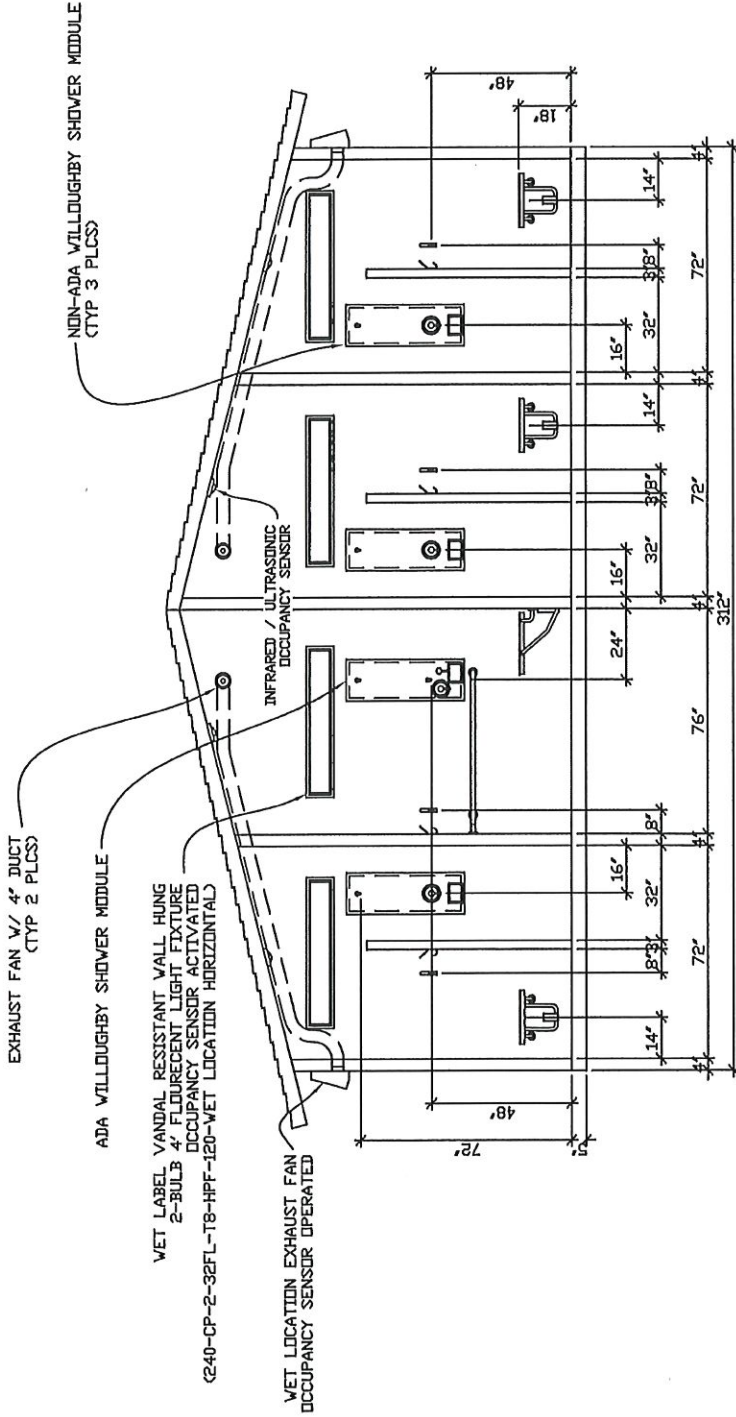
BUILDING ELEVATIONS

DWG. NO. CH-04
SHEET 1 OF 1
REV.



REAR ELEVATION

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NOTICE
 The information on this sheet is preliminary and the user may be held by the original provider for the purpose of any liability, including without limitation the liability for design, construction, or any other form of negligence, including a warranty of merchantability or of fitness for a particular purpose. CDT Incorporated.

SCALE	DATE	ISSUED
3/27/2007	04-26-08	
DRAWN	FILE NO.	
CS	PS-0807	
CHECKED	PLT	
DATE	BY	
SHOWER INTERIOR ELEVATIONS		
DRW NO.	REVISION	REV.

Misti Williams

From: Aspen Wimmer
Sent: Thursday, January 6, 2022 1:20 PM
To: Misti Williams
Subject: RE: Restroom/Shower Facility

Okay Yeah that's fine! Since it's just the building and not like a contracted build you're good to go ahead and purchase it since there's not real contract to sign.

Do we need to begin looking to purchase the parts that will be needed for us to do the water/sewer lines? Is there a state vendor for that or are you just going to get bids?

From: Misti Williams <misti.williams@tooeleco.org>
Sent: Thursday, January 6, 2022 12:03 PM
To: Aspen Wimmer <aspen.wimmer@tooeleco.org>
Subject: RE: Restroom/Shower Facility

I only have one quote because they have the state contract. It is a pre-fab so CXT will ship and set for the price quoted. Staff will do the water/sewer lines.

From: Aspen Wimmer <aspen.wimmer@tooeleco.org>
Sent: Thursday, January 6, 2022 11:50 AM
To: Misti Williams <misti.williams@tooeleco.org>
Subject: RE: Restroom/Shower Facility

Thanks for your patience, it's been a wild morning.

Since it is under the budgeted amount and it is a state contracted vendor, the next step is to move forward with the vendor to get a contract put together for Collin to review. Once Colin is content with the contract, you can take the contract to council for them to approve the obligation of funds, and then you can just start!

Just a few questions... I'm not totally sure if this is a build project, or a pre-fab thing, so it may be a bigger contract for a build, or a small one for a pre-fab basically saying we'll deliver it by blank day for \$252749 and have to set up by blank day... or are we assembling it? Also are we doing the water/sewer or is that something this vendor does or will we have someone else do that?

I will need copies of your quotes and the state contract number as well as the contract once that's ready. And it would probably be best to include the quote and the state contract information when you go to council just to help back-up your decision to go with this vendor. But they aren't really approving the vendor or the project as it's already approved and under budget, they just have to sign the contract to obligate the county's money.

Clear as mud?

From: Misti Williams <misti.williams@tooeleco.org>
Sent: Thursday, January 6, 2022 8:02 AM
To: Aspen Wimmer <aspen.wimmer@tooeleco.org>
Subject: Restroom/Shower Facility