

COUNCIL AGENDA SYNOPSIS



-----Initials-----				<i>ITEM No.</i> 5.E.
<i>Meeting Date</i>	<i>Prepared by</i>	<i>Mayor's review</i>	<i>Council review</i>	
12/16/24	DR			

ITEM INFORMATION

	STAFF SPONSOR: MATTHEW AUSTIN	ORIGINAL AGENDA DATE: 12/16/24
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AGENDA ITEM TITLE **Contract Approval: Joseph Foster Memorial Park Bathroom Replacement**

CATEGORY	<input type="checkbox"/> <i>Discussion</i>	<input type="checkbox"/> <i>Motion</i>	<input type="checkbox"/> <i>Resolution</i>	<input type="checkbox"/> <i>Ordinance</i>	<input checked="" type="checkbox"/> <i>Bid Award</i>	<input type="checkbox"/> <i>Public Hearing</i>	<input type="checkbox"/> <i>Other</i>
	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date 12/16/24</i>	<i>Mtg Date</i>	<i>Mtg Date</i>

SPONSOR	<input type="checkbox"/> <i>Council</i>	<input type="checkbox"/> <i>Mayor</i>	<input type="checkbox"/> <i>Admin Svcs</i>	<input type="checkbox"/> <i>DCD</i>	<input type="checkbox"/> <i>Finance</i>	<input type="checkbox"/> <i>Fire</i>	<input checked="" type="checkbox"/> <i>P&R</i>	<input type="checkbox"/> <i>Police</i>	<input checked="" type="checkbox"/> <i>PW</i>
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SPONSOR'S SUMMARY **City staff are proposing a contract for replacement of the restroom facilities located at Joseph Foster Memorial Park. The facility previously in place at this location was burned down inadvertently by fireworks on July 4th, 2023. This contract is in excess of mayoral signature authority. Therefore, city staff seek and recommend the council approve this contract for execution by the city mayor so the project may commence with an anticipated completion date of June 2025.**

REVIEWED BY	<input type="checkbox"/> Trans&Infrastructure Svcs	<input checked="" type="checkbox"/> Community Svcs/Safety	<input type="checkbox"/> Finance & Governance	<input type="checkbox"/> Planning & Community Dev.
	<input type="checkbox"/> LTAC	<input type="checkbox"/> Arts Comm.	<input type="checkbox"/> Parks Comm.	<input type="checkbox"/> Planning Comm.
DATE:	12/9/24		COMMITTEE CHAIR: ABDI	

RECOMMENDATIONS:
 SPONSOR/ADMIN. **Parks & Recreation**
 COMMITTEE **Unanimous approval; Forward to 12/16 Regular Meeting**

COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
\$255,075.53	\$0	\$255,075.53

Fund Source: **WCIA INSURANCE PAYOUT & FUND 301 FUND BALANCE**
 Comments: **\$65,000 Net payout from WCIA, \$190,075.53 from Fund 301 (Park Impact Fees/Parks Levy)**

MTG. DATE	RECORD OF COUNCIL ACTION
12/16/24	

MTG. DATE	ATTACHMENTS
12/16/24	Informational Memorandum dated 11/20/24
	A --- Proposed Contract for Services + Accompanying Exhibits
	B --- Picture Example of "Dakota" Bathroom Installation
	C --- "Dakota" Installation Building Elevations & Floor Plan
	D --- Minutes from the 12/9 CSS Committee meeting



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

**FROM: Matthew Austin, Parks Maintenance & Operations Superintendent
Shawn Christie, Public Works Internal Operations Manager**

BY: David Rosen, Parks & Recreation Analyst

DATE: November 20, 2024

SUBJECT: Contract Approval: Joseph Foster Memorial Park Restroom Replacement

ISSUE

City staff have prepared a contract for construction of a replacement restroom facility at Joseph Foster Memorial Park. The project’s total cost is in an amount requiring council approval before the Mayor may sign the contract for execution.

BACKGROUND

On the evening of July 4th, 2023, the restroom facility located at Joseph Foster Memorial Park (13919 53rd Ave S) burned down it what is believed to be an accident due to the nearby lighting/usage of fireworks. The structure was deemed a complete loss and subsequently fully demolished. Since then, Parks and Recreation and Public Works have been coordinating for replacement of the facility.

DISCUSSION

Parks and Recreation and Public Works utilized a state-level master contract to select a its services contractor, CXT Inc., who will provide the restroom in the form of its pre-fabricated “Dakota” model in its “D4” configuration which has features including but not limited to: Three individual user flush restrooms (Two of which are ADA accessible), four-gallon water heater, interior and exterior lighting, and an ADA - accessible drinking fountain. The projected timeline for project completion is 110 – 150 days from order execution, providing for a June 2025 completion for the proposed project/contract.

FINANCIAL IMPACT

Per the contract terms provided, the total cost of this project is estimated to be \$255,075.53. The funding sources for this project are as follows:

- \$65,000 - Net insurance payout from the Washington Cities Insurance Authority (WCIA)
- \$190,075.53 – Payment from Fund 301 fund balance utilizing Park Impact Fees, King County Parks Levy Funds, and other non-restricted monies

Therefore, approval of this contract does not create any net general fund inflows or outflows.

RECOMMENDATION

Staff recommend the committee forward this contract for approval on the December 16th Regular Meeting Consent Agenda.

ATTACHMENTS

- A --- Proposed Contract for Services & Exhibits
- B --- Picture Example of “Dakota” Bathroom Installation
- C --- “Dakota” Installation Building Elevations & Floor Plan



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **CXT, Inc.**, hereinafter referred to as "the Contractor," whose principal office is located at **606 N. Pines Road Suite 202, Spokane Valley, WA 99206.**

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$255,075.53** at a rate **described in Exhibits A & B (\$33,776.30 for installation of utility/building foundation + \$221,299.23 for installation of building itself).**
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **December 9th, 2024**, and ending **July 31, 2025**, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- 6. Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement,

except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this

Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this 3rd day of December, 2024.

**** City signatures to be obtained by
City Clerk’s Staff ONLY. ****

**** Contractor signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONTRACTOR:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED:

Address: _____

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



Exhibit A/B



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

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

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-

by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

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

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

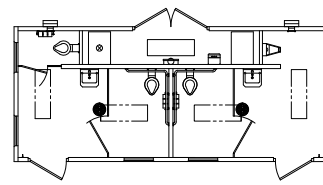
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DAKOTA – 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

		Price Per Unit	
Base Price		\$ 109,566.00	\$ 109,566.00
Added Cost Options		Click to Select	
Final Connection to Utilities		\$ 5,000.00	<input checked="" type="checkbox"/> 5,000.00
Optional Wall Texture- <i>choose one</i> <input checked="" type="radio"/> Split Face Block (\$5,500) <input type="radio"/> Custom Texture (\$7,000)		Reset Wall Texture	
Optional Roof Texture <input checked="" type="checkbox"/> Ribbed Metal		\$ 5,500.00	5,500.00
Individual User Option		\$ 24,500.00	<input checked="" type="checkbox"/> 24,500.00
Stainless Steel Water Closet (each)	Qty: 3	\$ 1,750.00	<input checked="" type="checkbox"/> 5,250.00
Stainless Steel Lavatory (each)	Qty: 3	\$ 1,500.00	<input checked="" type="checkbox"/> 4,500.00
Stainless Steel Urinal (each)	Qty: 1	\$ 1,500.00	<input type="checkbox"/> 0.00
Electric Hand Dryer (each)	Qty: 3	\$ 700.00	<input checked="" type="checkbox"/> 2,100.00
Electronic Flush Valve (each)	Qty: 3	\$ 1,500.00	<input type="checkbox"/> 0.00
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00	<input type="checkbox"/> 0.00
Electronic Urinal Valve (each)	Qty: 1	\$ 1,500.00	<input type="checkbox"/> 0.00
Paper Towel Dispenser (each)	Qty: 2	\$ 350.00	<input type="checkbox"/> 0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	\$ 350.00	<input type="checkbox"/> 0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	\$ 100.00	<input type="checkbox"/> 0.00
Baby Changing Table (each)	Qty: 2	\$ 750.00	<input type="checkbox"/> 0.00
Skylight in Restroom (each)	Qty: 2	\$ 1,600.00	<input type="checkbox"/> 0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 2,450.00	<input type="checkbox"/> 0.00
Marine Package (excluding fiberglass doors and frames)		\$ 2,350.00	<input type="checkbox"/> 0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 5,600.00	<input checked="" type="checkbox"/> 5,600.00
2K Anti-Graffiti Coating		\$ 4,000.00	<input type="checkbox"/> 0.00
Optional Door Closure (each)	Qty: 2	\$ 700.00	<input type="checkbox"/> 0.00
Fiberglass Entry and Chase Doors and Frames (each)		Qty: 4	\$ 3,300.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		Qty: 3	\$ 1,350.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	\$ 1,200.00
Total for Added Cost Options:			\$ 62,000.00
Custom Options: Extra Crane 8 HR Min \$5,000, Drinking fountain w/ bottle filler			\$ 5,000.00
Engineering and State Fees:			\$ 8,200.00
Estimated One-Way Transportation Costs to Site (quote):			\$ 16,050.00
Estimated Tax:			\$ 20,483.23
Total Cost per Unit Placed at Job Site:			\$ 221,299.23

Estimated monthly payment on 5 year lease **\$4,448.11**

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

Todd Weger Digitally signed by Todd Weger
Date: 2024.08.23 12:23:38 -07'00'

CXT Sales Representative

Date

I accept this quote. Please process this order.

Company Name

[Signature Box]

Company Representative

Date

OPTIONS

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

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

Special roof color # _____

Special wall color # _____

Special trim color # _____

Rock Color

- | | | | |
|---------------------------------|---|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Basalt | <input type="checkbox"/> Mountain Blend | <input type="checkbox"/> Natural Grey | <input type="checkbox"/> Romana |
|---------------------------------|---|---------------------------------------|---------------------------------|

Roof Texture

- | | |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Cedar Shake | <input type="checkbox"/> Ribbed Metal |
|--------------------------------------|---------------------------------------|

Wall Texture(s) (For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)

- | | | | |
|---|---|---|-------------------------------------|
| <input type="checkbox"/> Barnwood | <input type="checkbox"/> Horizontal Lap | Can only be used as bottom texture | |
| <input type="checkbox"/> Split Face Block | <input type="checkbox"/> Board & Batt | <input type="checkbox"/> Napa Valley Rock | <input type="checkbox"/> River Rock |
| <input type="checkbox"/> Stucco/Skip Trowel | <input type="checkbox"/> Brick | <input type="checkbox"/> Flagstone | |

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

Door Opener

- | | | |
|---|--|---|
| <input type="checkbox"/> Non-locking ADA Handle | <input type="checkbox"/> Privacy ADA Latch | <input type="checkbox"/> Pull Handle/Push Plate |
|---|--|---|

Deadbolt

Accessible Signage

- | | | |
|------------------------------|--------------------------------|---------------------------------|
| <input type="checkbox"/> Men | <input type="checkbox"/> Women | <input type="checkbox"/> Unisex |
|------------------------------|--------------------------------|---------------------------------|

Toilet Paper Holder

- | | |
|---|---|
| <input type="checkbox"/> 2-Roll Stainless Steel | <input type="checkbox"/> 3-Roll Stainless Steel |
|---|---|

Notes:

Exhibit A/B Continued



, Inc. an L.B. Foster Company

Quote: BH/9/6/2024/Firstchoice
Job Name: Tukwila WA Denali 2 Section

Scope:

- Construct 6" gravel-based foundation to CXT spec for CXT Flush building.
- Includes plumbing and electrical utilities in gravel pad to CXT spec.
- Elevation benchmark must be marked on site prior to construction.
- Gravel based foundation constructed on current natural grade.
- Does not include any subgrade preparation.
- Includes utilities run out to 5' from pad.
- Utilities schedule 40 PVC for sewer and copper for water to CXT spec.
- Full install must be ordered.
- Does not include connecting main utilities to pad utilities.
- Includes 1 mobilization and demobilization.
- Change orders must be approved with 24 hours if necessary.
- Owner must have site ready prior to construction.
- CXT not responsible for incidental damage to surrounding landscape.

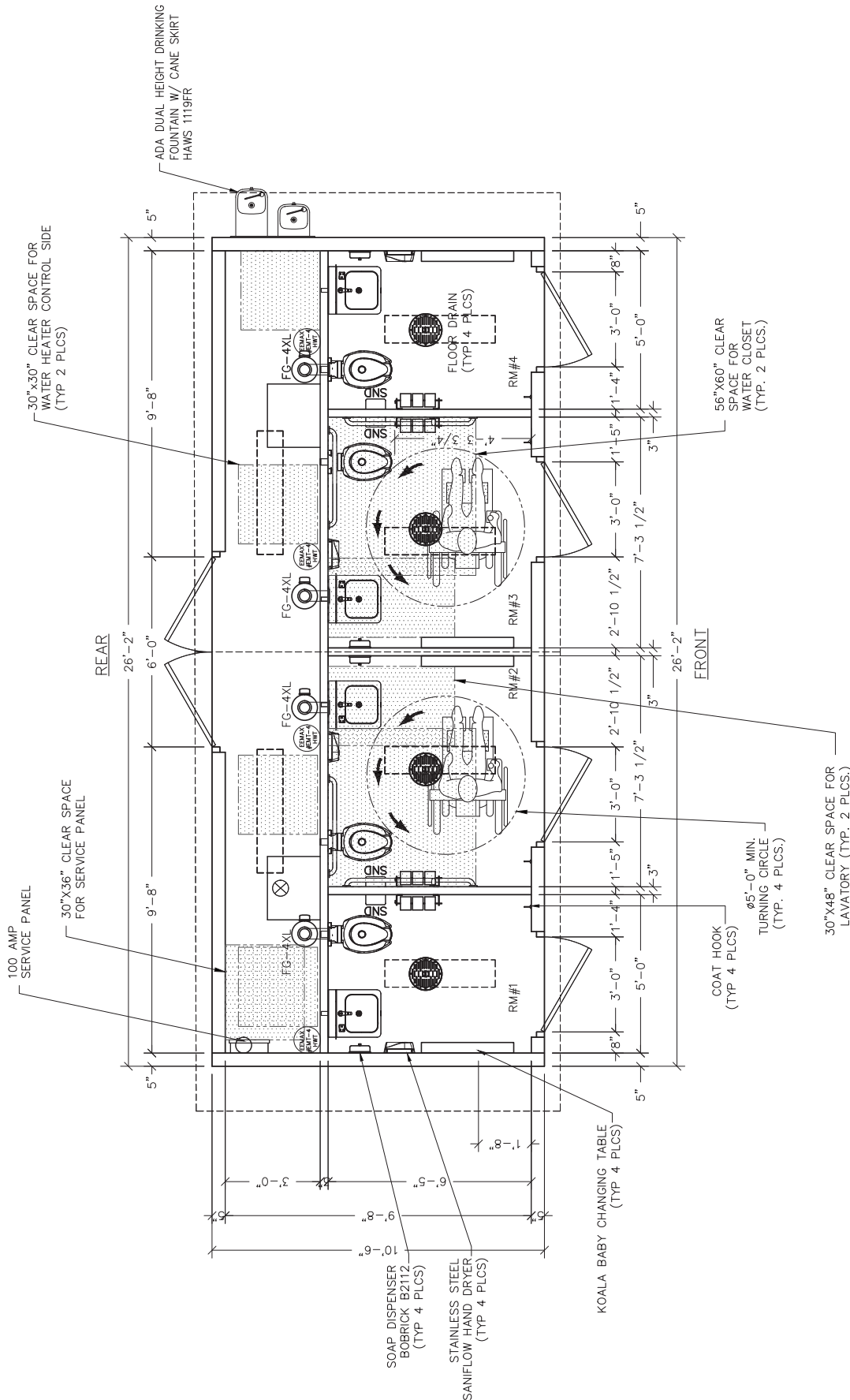
Sub Total	\$30,650.00
Tax	\$3,126.30
Total	\$33,776.30

Notes:

- Price does not include the following customer responsibilities.
- Owner responsible for survey.
- Owner responsible for geotechnical services.
- Owner responsible for all locates for building.
- Owner responsible for all permits.
- Does not include any retaining walls.
- Does not include any provisions for archeological occurrence.
- Main utilities to building must be marked and clearly identified.
- Main utilities must meet CXT specifications for CXT Flush building.
- Change orders must be approved within 24 business hours.

3808 N. Sullivan Road, Building #7
Spokane, WA 99216
Phone: 509.921.8766 • Fax: 509.928.8270
Toll Free: 800.663.5789
Email: info@cxtinc.com • www.cxtinc.com





CXT
an
LB Foster
company

6707 E. Flamingo Ave, Bldg 300, Nampa, ID 83687
901 N. Highway 77 Hillsboro, TX 76645
362 Waverly Road Williamstown, WV 26187

PROJECT TITLE
DK4

STANDARD BUILDING

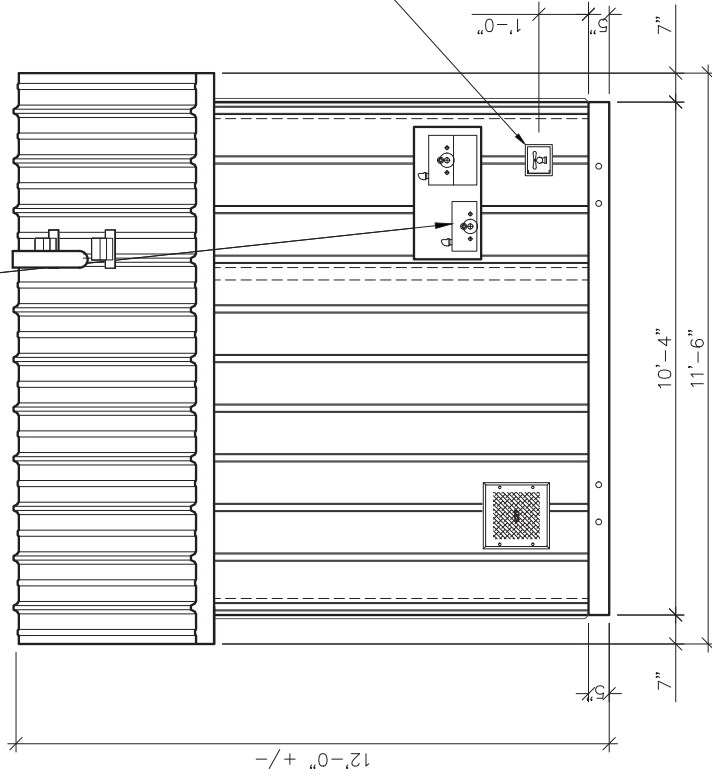
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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
1/A	1-0		12-27-23
DRAWN	COS	FILE NO.	DK4-010
CHECKED	T. FENNER	PLOT	48

FLOOR PLAN

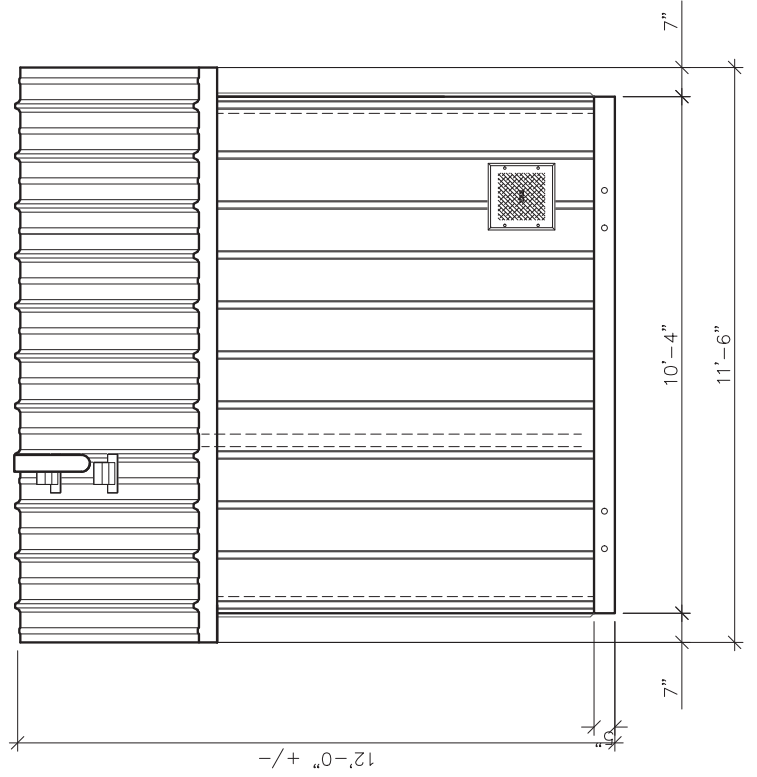
DWG NO.	SHEET	REV.
DK4	1 / 4	0

HAWS #1119FR ADA DUAL
HEIGHT DRINKING FOUNTAIN
WITH SK1 CANE SKIRT



EXTERIOR HOSE BIB

RH SIDE ELEVATION



LH SIDE ELEVATION



6707 E. Flamingo Ave. Bldg. 300, Mopco, ID 83687
901 N. Highway 77 Hillsboro, TX 78645
352 Waverly Road Williamson, WV 26187

product name
DK4
STANDARD BUILDING

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particular purpose. CXT Incorporated

REV.	DESCRIPTION	DATE	APPROVED
1	12'-27/32	12-27/23	
DESIGNED BY	DATE	PROJECT NO.	REV. NO.
DRAWN	12-27/23	DK4	001
CHECKED	N. FEMER	PLANT	148

FLOOR PLAN

DWG. NO.	SHEET	REV.
	3	0
	4	

DK4



City of Tukwila

City Council Community Services & Safety Committee

Meeting Minutes

December 9, 2024– 5:30 p.m. – Hybrid Meeting; Hazelnut Conference Room & MS Teams

Councilmembers Present: Jovita McConnell, Chair; De’Sean Quinn, Hannah Hedrick
 Staff Present: Brandon Miles, Stacy Hansen, David Rosen, Kris Kelly, Matthew Austin, Laurel Humphrey, Eric Drever, Shawn Christie, Pete Mayer

Chair McConnell called the meeting to order at 5:30 p.m.

I. BUSINESS AGENDA

A. Contract Renewals for Co-Responder Program

Staff is seeking approval to amend the contracts with Sound Health to continue the mental health co-responder program through 2025 for \$204,000 per year.

Committee Recommendation:

Unanimous approval. Forward to December 9, 2024 Special Meeting Consent Agenda.

B. Crystal Springs Park Lighting Replacement Contract

Staff is seeking approval of a contract with LED Trail, Inc. in the amount of \$79,232.15 for the project.

Committee Recommendation:

Unanimous approval. Forward to December 9, 2024 Special Meeting Consent Agenda.

C. Joseph Foster Memorial Park Restroom Replacement Contract

Staff is seeking approval of a contract with CXT, Inc. in the amount of \$255,075.53 for the project.

Committee Recommendation:

Unanimous approval. Forward to December 16, 2024 Special Meeting Consent Agenda.



Councilmember Quinn stated he would recuse himself from discussion on item D.

D. King County Veterans, Seniors, and Human Services Levy Contract Amendment

Staff is seeking approval to amend the contract with King County in the amount of \$80,139 to apply to the TCC HVAC Replacement Project.

Committee Recommendation:

Majority approval. Forward to December 16, 2024 Regular Meeting.