

Issue Analysis Form



Date: 1/28/2020
Item: Award of Contract –
Scott Park Restroom
and Concession Stand
Lead Department(s): General Services, Parks &
Recreation, Finance
Contact Person(s): Mike Purvis; Keith Rotzoll;
Betsy Drewry

Description and Current Status

A restroom and concession stand was approved as a FY2019 CIP project, and bonds were issued in the spring of 2019 in the amount of \$450,000 for this project.

Purchase of a pre-engineered, packaged building kit through **Romtec Inc.** using a cooperative BuyBoard contract is recommended. Romtec will furnish the kit, along with plans for subsequent construction / assembly. A proposal with product details, preliminary drawings and pricing in the amount of **\$110,789.76** is shown as **Attachment A**. A preliminary project budget is shown as **Attachment B**.

Board Action Requested:

Authorize County Administrator to execute a contract with Romtec, Inc. for a cost not to exceed **\$110,789.76**. A draft board resolution for board review and approval consideration is included.

Government Path

- | | | |
|--|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Fiscal Impact Statement

Series 2019 spring bond proceeds are sufficient to accommodate contracted building kit price and subsequent construction / assembly using "industry comparable" estimates.

County Impact

Award of contract will allow the County to move forward with providing a desired amenity at Scott Park.

Notes

This scope letter will be superseded by the Romtec Scope of Supply and Design Submittal at the time Romtec is directed to proceed with creation of its complete Scope of Supply and Design Submittal package (*after Romtec's receipt of a Purchase Order*).

Project Name: Scott Memorial Park Restrooms and Concessions Stand
Location: Prince George, VA
Date: 1/20/2020

This scope letter is for the **“building supply” only**. See section 6 for the installer supplied items that are not supplied by Romtec.

Romtec, Inc. has forty years of experience supplying and constructing site built, pre-engineered, packaged building kits. It is our mission to lead our industry as the premier designer, builder, and expert of restrooms and similar park structures for both public and private use. We are the architects, engineers, and manufacturer of all Romtec products. The design for all Romtec buildings and structures are site specific and designed with the customer to fit to each project's particular needs.

The following is a detailed scope of products and services that will be included as part of the Romtec building package as well as the general scope of supply and services provided by the installer in order to complete installation.

1. PROJECT OVERVIEW

- (1) Restrooms and Concessions Building to be owned by Prince George County.

2. PROCESS & DESIGN

Romtec works through the complete design with every customer to provide a structure that best fits each project. Since Romtec is providing a pre-engineered building kit, Romtec has the capability to match any existing park structure or park theme and customers can choose to use any finish, product, and material without limitation. Once a design is complete Romtec assists the customer through the design review, building department submission, and the installation of the building.

A. ROMTEC'S TYPICAL PROCESS

1. EXECUTED PURCHASE ORDER
 - a. Customer sends Romtec a signed purchase order.
2. ROMTEC DESIGN AND SUBMITTALS (*see 2. B. below*)
 - a. Defined below in “Design Services by Romtec”.
3. SUBMITTAL APPROVAL & NOTICE TO PROCEED ON PRODUCTION
 - a. Romtec provides Scope of Supply and Design Submittal to be reviewed by the customer.
 - b. Once approved, customer to provide Romtec with signed submittal approval and notice to proceed on production.
4. ROMTEC PRODUCES AND SCHEDULES DELIVERY
 - a. Romtec to put job into production once the signed notice to proceed on production is received from the customer.
 - b. Romtec packages and palletizes building components for shipping.
 - c. Romtec coordinates and schedules delivery for the complete pre-engineered building package.

B. DESIGN SERVICES BY ROMTEC

Romtec has not been provided or made aware of any geotechnical reports for this project. Romtec is not responsible for any additional costs incurred by the installer if the foundation is increased due to local soil conditions.

1. Romtec's work shall include the design of the architectural, mechanical, structural, and electrical components that will be required for this building.
2. The building will be designed as a complete, packaged building to be delivered to the job site to be constructed on site by the contractor.
3. Romtec will provide complete submittal documentation in the Romtec standard submittal format for review. This will include complete plans on the Romtec pre-engineered building structure, construction drawings, and related data sheets and specifications for everything within the footprint of the building.
 - a. Romtec will provide the building plan view and elevation with the Romtec Scope of Supply and Design Submittal (SSDS) electronically for review and approval.
 - b. Romtec will revise the SSDS per the review comments.

- c. Once the design is approved, Romtec will provide a sealed plan set stamped by an Engineer licensed in Virginia for building department review.
- d. Romtec will provide (2) sealed plan sets.
Note: Pricing allows for one revision in response to comments. Should additional revisions be requested, Romtec will provide a change order for the additional design work.
- e. The Romtec plan set standard size is 11" x 17".
Note: If a larger plan set size is required it will result in a price increase.

3. ROMTEC SCOPE OF SUPPLY

Once produced, the building package will arrive on organized pallets that are separated into stages for ease of installation. Because of this packaging style, there are no shipping limitations for the building package. It is Romtec's goal to provide the installing contractor with the most complete building kit possible to reduce time spent on installation, therefore reducing the overall cost of the project.

A. STRUCTURE

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be *gray*.
2. Exterior finish in gable ends to be fiber cement lap siding.
3. Rain Guard anti-graffiti coating.
4. Interior of all exterior walls to have insulation finished with white FRP panels.
5. Sanitary tile cove base on interior walls.
6. Doors, frames and hardware
 - a. Stainless steel, ball bearing hinges.
 - b. Heavy duty door closures.
 - c. Doors to have stainless steel kick plates, aluminum thresholds and aluminum sweeps.
 - d. Pull handle with deadbolt locks.
 - e. Restroom doors to have 18" x 18" louvered door vents.
7. Aluminum, roll-up concession window with stainless steel counter.
8. Phenolic restroom partitions.
 - a. Partition color to be *Graphite Grafix (006F)*.
9. Roofing materials
 - a. Truss roof system with insulation.
 - b. 2x6 tongue and groove decking.
 - c. Roofing to be 3-tab, composition roofing.

Note: Roofing color shall be selected by the owner from the manufactures standard color chart.

B. PLUMBING FIXTURES & ACCESSORIES

The following items relative to the fixtures will be supplied by Romtec.

1. Floor mount, top supply, china toilets with manual lever flush valves.
2. Wall mount, top supply, back discharge, china urinals with manual lever flush valves.
3. Wall mount, china sinks with single, chrome push button faucets.
4. Wall mount, stainless steel 2-roll toilet paper dispensers.
5. Wall mount, stainless steel soap dispensers.
6. Surface mount, concrete, non-refrigerated drinking fountains.
7. Stainless steel, 3-bay utility sink with faucet in concession room.

C. ELECTRICAL FIXTURES

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall mount, LED wall pack light fixtures.
2. Interior lighting
 - a. Ceiling mount, 48" LED light fixtures.
3. Light controlled by photocell.
4. Tank-less electric, water heater for concession room sink.
5. Surface mount, wall heater.

6. Ventilation package.
7. Wall mount, Xlerator hand dryers.
8. Main breaker panel sized for the building components.
 - a. 200 amp, single-phase.

4. DELIVERY, STORAGE, AND HANDLING

- A. Romtec's freight estimates are based on delivering the product on a 48' to 53' flatbed or van truck and trailers, or as close as we can legally get to the site. Overall dimensions of the truck and trailers are the following: 70' overall length, 102" wide and 168" high.
- B. Freight quotes are only good for 30 days and are subject to change without notice.

5. WARRANTY & LIMITATIONS

- A. The building and all its associated components will be warranted against defects in materials and workmanship for a period of not less than one (1) year from date of final acceptance. Acceptance is defined as the date of the delivery of the building and all its associated components or the date that the building and all its associated components are ready to deliver whichever comes first.
- B. HVAC equipment (heat pumps, air conditioners, heaters, etc.) are intended to be installed by factory trained technician. Any installation of HVAC equipment supplied by Romtec that is not performed by a factory trained technician automatically nullifies the warranty on that equipment. In other words, if Romtec supplies a Mitsubishi heat pump system that fails to operate after installation then the contractor will need to prove that it was installed by a factory trained technician in order for the warranty to cover the fix.
- C. Tiles will crack over time due to multiple factors including building settlement, wall movement, and other factors. Romtec cannot guarantee that the tiles in the building will not eventually crack. Romtec considers the repairing of cracks as a maintenance issue, and not a warranty issue. In other words, the tiles in the building will eventually crack and will not be covered under the building warranty.
- D. Romtec does not provide a warranty for metal roofing. Metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory. All project circumstances are different and Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer. Therefore, Romtec does not warrant metal roofing.
- E. All concrete cracks on the surface eventually. This can occur within the first week after the concrete is poured or years after. Surface cracks in concrete are a maintenance issue for the owner to fill over time. Cracks in concrete are not a warranty issue.
- F. Smooth face block can have a significant variation in the color and texture due to the manufacturing process. Smooth face block should never be used as an architectural finish. It should always be either painted over or have siding covering it. Romtec does not guarantee uniform color or texture of block, or warranty that any aspect of block color or texture will maintain over time.

6. INSTALLER SCOPE OF SUPPLY AND SERVICES (NOT BY ROMTEC)**A. OVERVIEW**

The contractor is responsible for building installation, hereafter designated as the installer. The installer's work will include site preparation and grading, foundation and pad installation, and building installation. The following describes the products and services that are by the *installer*.

B. STRUCTURE

The following items relative to the structural components will be supplied by the *installer*:

1. All materials, equipment and labor for footings, interior and exterior slabs, and sidewalks.
2. Latex epoxy paint wall finish.
3. Ceiling finish.
4. Concrete sealing.
5. Masonry (concrete) grout and rebar
6. The installer may be required to notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
Note: Romtec is not responsible for any cost or installation delays associated with this work.
7. Sealant for all exposed wood.
8. Typical fasteners such as nails, staples, and screws.
9. Doors and frames primed to be painted on-site.
10. Siding is primed to be painted on-site.

C. PLUMBING & ELECTRICAL

1. Plumbing and electrical rough-in, installation and trim will be by the *installer*.

D. GENERAL EXCLUSIONS

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by the *installer*:

<ol style="list-style-type: none"> a. Site grading or asphalt paving b. Masonry pavers c. Mortar, grout, rebar d. Latex epoxy paint & caulk e. Concrete & wood sealers f. Branch circuit breakers g. Fire alarm & fire suppression equipment h. Switches & outlets i. Fasteners not included in product packaging j. Irrigation Equipment and controls 	<ol style="list-style-type: none"> k. Gutters and downspouts l. Lighting equipment not attached to the building m. Floor drains n. Backflow check valves & drain valves o. Freeze protection p. Landscaping q. Special inspection services r. Permits and fees s. Site plans
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3. Site visits by Romtec and/or Romtec's design professionals are not included in the proposal.
Note: If required, Romtec will issue a change order.
4. Romtec's proposed building design is based on the following standard design loads. The standard design loads are "average" for locations across the Country. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.

<ol style="list-style-type: none"> a. Roof Snow Load: 25 psf b. IBC Seismic Design Category: C c. Design Wind Speed: 110 mph 	<ol style="list-style-type: none"> d. Allowable Soil Bearing: 1500 psf e. Occupancy Type: U f. Type: VB
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5. The drawings note the site utility sizing assumed by Romtec. This sizing must be confirmed by the customer as the utility sizing is out of Romtec's scope.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

E. DELIVERY, STORAGE, AND HANDLING

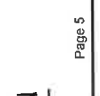
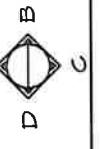
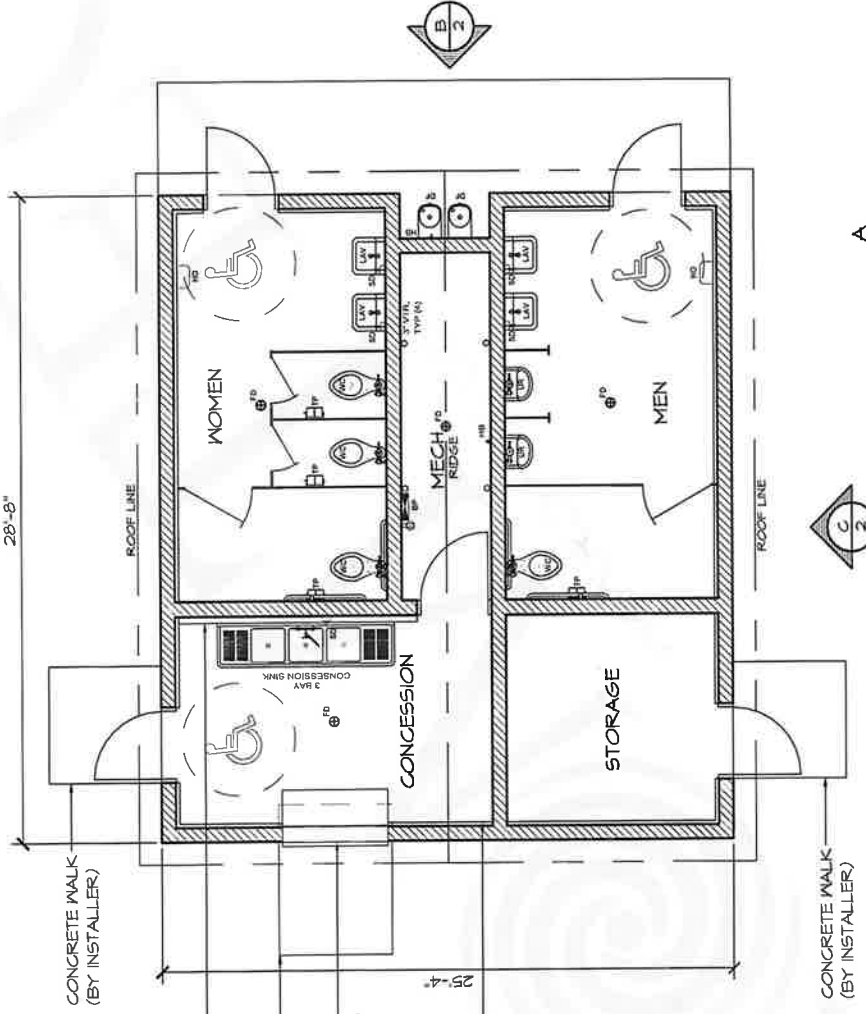
1. The *installer* will be responsible for all equipment and labor required for off-loading of the building onsite.
2. The *installer* will assume responsibility for adequate protection of materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
3. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their packaging. It is the responsibility of the *installer* to collect and maintain these manuals.

WALL TYPE SCHEDULE
 8" REINFORCED CONCRETE MASONRY
 BLOCK WALL WITH MORTAR JOINTS
 GROUTED SOLID ALL CELLS RUNNING
 BOND PATTERN.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

ATTACHMENT A

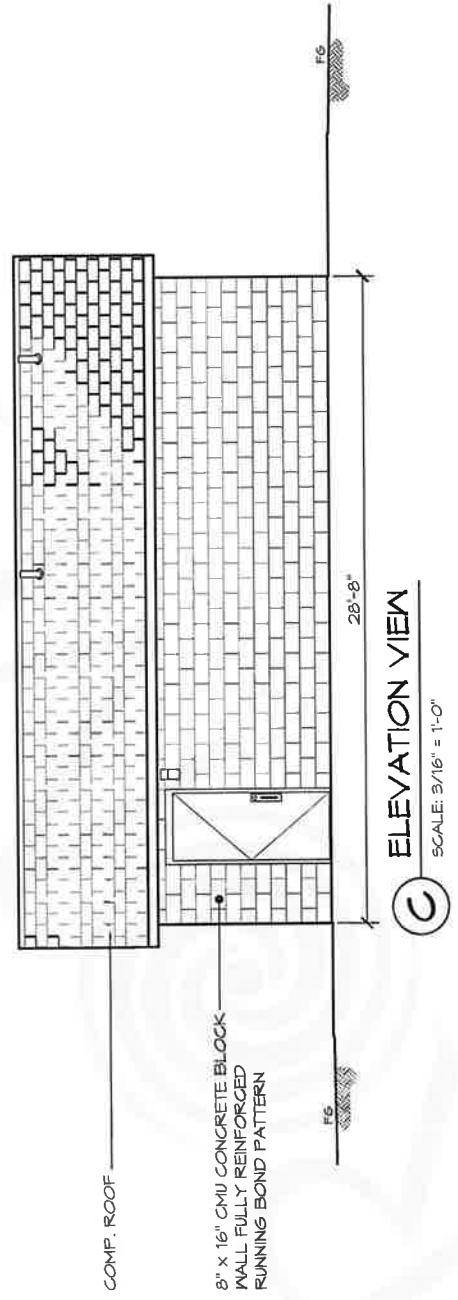
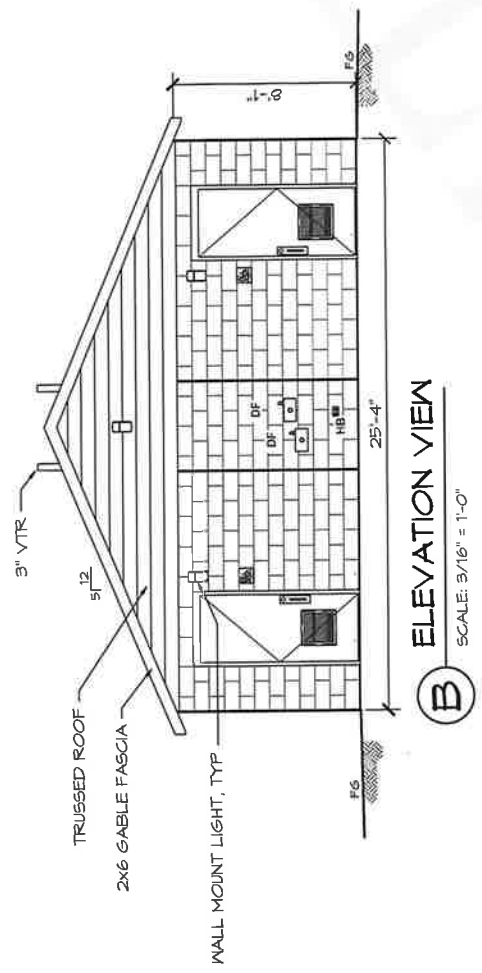
SYMBOL	DESCRIPTION	LEGEND	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS		6
	INTERIOR CEILING LIGHTS		1
	FLOOR DRAIN		4
TP	TWO ROLL TP DISPENSER		4
SD	SOAP DISPENSER		5
RF	WALL FAUCET		2
	ELECTRICAL OUTLET		1
	WALL MOUNT HAND DRYER		2
	ROMTEC VENTILATION PACKAGE		1
EF-1	DOOR VENTS		3



1 FLOOR PLAN
 SCALE: 3/16" = 1'-0"
 Page 5

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

ATTACHMENT A





18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

Date
1/20/2020

PROPOSAL/PO #512-16



Scott Memorial Park Restrooms and Concessions Stand

Customer: Prince George County
 Dawn Parent

Quantity	Building Proposal Description	Extended Price
1	Model 2084 Sierra III Multi-User Restroom w/ Concession & Storage See attached Romtec Scope of Supply dated 1-20-20 See attached BuyBoard Pricing Breakdown 1-20-20	\$ 111,696.76

BuyBoard DISCOUNT: Available only to members of the BuyBoard Cooperative Purchasing Network.	8.31%	\$ (9,282.00)
ROMTEC INC. SUPPLY SUBTOTAL		\$ 102,414.76

Freight to: Prince George, VA	\$ 8,375.00
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ROMTEC INC. PURCHASE ORDER TOTAL	\$ 110,789.76
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***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All prices listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*This proposal is effective for 90 days from above date; thereafter all prices are subject to change without notice

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping price is effective for 30 days from above date; thereafter the shipping price is subject to change without notice.

*Quote based on - roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soule Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*A payment schedule and terms will be established after the Purchase Order is received. Romtec Inc. will often require a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Romtec Inc. reserves the right to update its purchase order price if, for any reason, the time frame from received of Purchase Order to subsequent Scope of Supply and Design Submittal Approval with Notice to Proceed on Production by Romtec Inc.'s Customer exceeds 90 days.

*Design Services include an initial unsealed plan set on 11x17 format and one sealed revision in response to comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing for these plans is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete the Customer & Project Information request as quickly as possible so that payment terms, and if applicable bonding requirements, can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted submittal approval and notice to proceed on production.**

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
Customer/Owner Printed Name		Romtec Inc. Printed Name	
Customer/Owner Company			



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit terms

Upon execution of the Purchase Order agreement, Customer shall provide a completed credit application (subject to Romtec's approval) and evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequent if in the opinion of Romtec management, new information or conditions warrant such modification.

Payment terms

To be established by Romtec's accounting department upon receipt of credit application.

Deviation from payment

Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyer and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. The ROMTEC Warranty becomes null and void when payment is more than 5 business days past due.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Buyer. Prices stated herein are valid for 90 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal, after formal approval, requested or required by Buyer for any reason shall be performed by ROMTEC at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Buyer's description, ROMTEC shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed to where ROMTEC cannot produce and deliver six months from the date the purchase order is signed, Buyer will reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered, as well as expenses related to the authorized purchase or production of items requested. Additionally, Buyer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay is beyond ROMTEC's control. All goods are shipped F.O.B. Roseburg, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and shall not be responsible for delays in shipments once the goods leave ROMTEC's plant.

- a. Procedures for Handling Products. ROMTEC's suggested procedures for handling products are as follows:
- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
 - (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
 - (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE BUYER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains & defines ROMTEC's complete offering of its products and services (as applicable). In addition, Section 4 of the Scope of Supply & Design Submittal defines ROMTEC's Limited One Year Warranty.

Time of Shipment and Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Buyer is ready to deliver the goods to the Buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Buyer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Buyer accepts the obligation to pay ROMTEC under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the agency/contractor. Further, ROMTEC may at its sole discretion invoice the Buyer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Buyer may be canceled by ROMTEC and the goods returned to ROMTEC at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipping cost if ROMTEC elects to cause the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Buyer cancel its purchase order prior to granting Notice to Proceed on Production of the building kit package, Buyer shall pay ROMTEC 40% of the project total as compensation for design services rendered. In addition, Buyer shall reimburse all expenses related to the authorized purchase or production of items requested prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Buyer indicate approval of its supply offering by executing the signature page of its Scope of Supply & Design Submittal document and Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package, the Buyer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Attorney Fees

If Buyer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County, with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding effect

This Purchase Order agreement shall be effective and in force only when signed by Buyer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

ATTACHMENT A

Model # 2084 and Options

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME AND DESCRIPTION	UOI	COMMERCIAL LIST PRICE	COO
			Model 2084		\$88,930.70	
			RIDGE & EAVE CONNECTOR			
361-10H	Romtec	2084-0005	(A)2 x 10 PT, Sill Plate	Per Model	-\$736	US
			ROOF SYSTEM			
361-10H	Romtec	2084-0008	(A)Truss & PT mud sill	Per Model	\$1,652	US
			ROOFING			
361-10H	Romtec	2084-0012	(A) 3-Tab Comp	Per Model	-\$107	US
			DOORS			
361-10H	Romtec	2084-8015	(D) 3070, 18ga ,honeycomb	Per Model	\$508	US
			DOOR ACCESSORIES			
361-10H	Romtec	2084-0041	(D) Kick, Thresh, Sweep	Per Model	\$207	US
			EXTERIOR SIDING, ACCENT			
361-10H	Romtec	2084-0059	(B) Lap- Cement	Per Model	\$1,990	US
			INTERIOR FINISH- WALL			
361-10H	Romtec	2084-0071	(E) Int Insulation/FRP	Per Model	\$5,647	US
			DISPENSER- TP			
361-10H	Romtec	2084-8403	(D) 2 Roll, Stainless	Per Model	\$393	US
			DISPENSER- TOWEL			
361-10H	Romtec	2084-0075	(A) NONE	Per Model	-\$56	US
			HEATING			
361-10H	Romtec	2084-0077	(B) Surface Mount, 1000-2750W	Per Model	\$1,977	US
			ROOM VENTILATION			
361-10H	Romtec	2084-0082	(C)Mech-Vent & Window	Per Model	\$2,187	US
			HAND DRYER			
361-10H	Romtec	2084-0100	(B) White, 30 Sec Dry Time	Per Model	\$477	US
			CONCESSION ROOM			
361-10H	Romtec	2084-0106	(B) Level #2	Per Model	\$6,650	US
			SINK; FAUCET			
361-10H	Romtec	2084-0132	(B) Push, Chrome	Per Model	\$300	US
			DRINKING FOUNTAIN			
361-10H	Romtec	2084-0151	(A) Concrete	Per Model	\$1,137	US
			HOT WATER HEATER			
361-10H	Romtec	2084-0157	(D) Tankless/Electric	Per Model	-\$169	US
			ANTI-GRAFITTI			
361-10H	Romtec	2084-0168	(B) Stone/concrete, Sealer	Per Model	\$707	US



Romtec, Inc.

Project References

Scott Memorial Park Restrooms and Concessions Stand

01/08/2020

1. Chuck Opet
Project Name: Buffalo Shower House
Island Creek Pavilion
Owner: USACE – Buckhorn Lake Tailwater Campground
Location: Clarksville, VA
Building Type: Shower House
Office: 330-654-0865
Mobile: 570-899-1508
Email: charles.a.opet@usace.army.mil

2. Lisa Donlon
Project Name: Unionville Community Park
Owner: Vandemark & Lynch, Inc.
Location: Kennett Square, PA
Building Type: Restroom/Pavilion
Office: 302-764-7635 ext. 121
Mobile: 302-547-2215
Email: ldonlon@vandemarklynch.com

3. David Hillmantel
Project Name: Green Lane Park
Grist Mill Park
Owner: Towamencin Township
Location: Lansdale, PA
Building Type: Restroom
Office: 215-368-3476
Mobile: 215-527-2421
Email: dhillmantel@towamencin.org

Estimated Scott Park Restroom and Concession Stand Budget

Component

Building - Romtec including freight	110,789.76	
Excavation of site, prep site for concrete pad; install concrete sidewalk to parking lot	99,411.00	ESTIMATE
Plumbing (Budget Estimate)	7,000.00	ESTIMATE
Building construction & Concrete Pad [ESTIMATE; IFB WILL NEED TO BE PREPARED AFTER ROMTEC PROVIDES PLANS AND SPECIFICATIONS]; estimated at 1.75 times building price	194,000.00	ESTIMATE
Total Budget Estimate	411,200.76	

Budget / Borrowing (Spring 2019)

Engineering Costs incurred at 1/22/2020

Currently Available

450,000.00
29,250.00
<u>420,750.00</u>

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 28th day of January, 2020:

Present:

Vote:

Donald R. Hunter, Chairman
Alan R. Carmichael, Jr., Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

A-1

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AWARD OF CONTRACT (SCOTT PARK RESTROOM & CONCESSION STAND BUILDING KIT \$110,789.76)

WHEREAS, \$450,000 for a new Scott Park Restroom and Concession Stand was included as part of the General Obligation borrowings, Bond Series spring 2019; and

WHEREAS, A cooperative BuyBoard contract is available for County use to purchase a pre-engineered, packaged building kit from Romtec, Inc. for a cost not to exceed \$110,789.76 including shipping costs; and

WHEREAS, Staff is requesting authorization for the County Administrator to enter into a not to exceed contract with Romtec, Inc. for \$110,789.76 to move forward with the purchase of a pre-engineered building kit for subsequent assembly/construction at Scott Park.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 28th day of January, 2020, hereby awards the contract for purchase of a pre-engineered, packaged building kit, for use as a restroom and concession stand at Scott Park, to Romtec, Inc. for a cost not to exceed \$110,789.76 and authorizes the County Administrator to execute a contract with Romtec, Inc.

A Copy Teste:

Percy C. Ashcraft
County Administrator