



AGENDA

Parks & Recreation Advisory Board Meeting

5:30 PM - Tuesday, April 28, 2026
The Lodge

| | Page |
|---|---------|
| 1. CALL TO ORDER | |
| 2. ROLL CALL | |
| 3. ACCEPTANCE OF AGENDA | |
| 4. PARKS & RECREATION ADVISORY BOARD MEETING MINUTES | |
| 4.1. | 2 - 5 |
| <i>RECOMMENDED ACTION:</i> To approve the Minutes of the March 11, 2026, meeting of the Parks & Recreation Advisory Board as presented. Parks & Recreation Advisory Board - 11 Mar 2026 - Minutes | |
| 5. DISCUSSIONS | |
| 5.1. Cornerstone Park Restroom Selection | 6 - 57 |
| 5.2. Cornerstone Park Site Furnishings and Placement | 58 - 66 |
| 6. MEMBER ITEMS | |
| 7. ADJOURN | |



MINUTES

Parks & Recreation Advisory Board Meeting

6:00 PM - March 11, 2026
The Lodge

PRESENT: PRAB Chair, Marla Canfield
Voting Member, Tricia Lee arrived at 6:02 pm
Voting Member, Kyle Brannan
Voting Member, Gary Israel arrived at 6:01 pm
Voting Member, Scott Rackley
Voting Member, Riley Williams
Voting Member, Paul Wemmer left at 7:15 pm
Voting Member, Debra Wynter
Voting Member, Brian Whitney joined remote
Director of Communication - USD 385, Terry Rombeck left at 6:44 pm
English Language Arts - USD 385, Anna Mitchell left at 6:44 pm
Assistant City Administrator, Jolene Graham
Parks & Recreation Manager, Daniel Schapaugh
Parks Assistant Manager, Derek Sage left at 6:26 pm
Recreation Assistant Manager, Austin Yanez left at 6:26 pm
Event Coordinator, Beth Green left at 6:26 pm
Public Works & Utilities Admin Assistant, Sel Ficen

EXCUSED: City Administrator, Jennifer McCausland
Director of Public Works & Utilities & PRAB Secretary, Rick Lanzrath

1. CALL TO ORDER

The Parks & Recreation Advisory Board meeting was called to order by PRAB Chair Canfield, at 6:00 pm.

2. ROLL CALL

3. ACCEPTANCE OF AGENDA

Voting Member Rackley moved, seconded by Voting Member Brannan, to accept the Agenda as presented.

AYES: Brannan, Israel, Rackley, Lee, Williams, Wemmer, Canfield, Wynter, Whitney

NOS: None

ABSENT: None

ABSTAIN: None

Motion carried: 9/0

4. **PARKS & RECREATION ADVISORY BOARD MEETING MINUTES**

4.1 **December 10, 2025, Minutes**

Voting Member Israel moved, seconded by Voting Member Rackley, to approve the minutes from the December 10, 2025, Parks & Recreation Advisory Board meeting as presented.

AYES: Brannan, Israel, Rackley, Lee, Williams, Wemmer, Canfield, Wynter, Whitney
NOS: None
ABSENT: None
ABSTAIN: None
Motion carried: 9/0

5. **COMMITTEE AND/OR STAFF REPORTS**

5.1 **PRAB Updates on Projects with Staff Memo**

Parks & Recreation Manager Schapaugh summarized some past, current and upcoming in-house projects, along with the events listed on the Staff Memo Agenda, dated 3-10-2026. Major highlights were:

- The work currently taking place on Fire Station Park berm and landscaping;
- Drainage improvements around the perimeter trail of the 13th St Sports Park;
- Clean-up of the site triangle(s) at the County portions of the Redbud Trail, and the upcoming surface reconditioning of the gravel;
- Installation of ADA dedicated parking spots at The Lodge;
- Refreshment of multiple mulch trails;
- Upcoming prescribed burns of the native plantings in City Parks;
- Touch-a-Truck; and
- City Wide Clean-up, scheduled for May 30th.

Event Coordinator Green and Voting Member Lee joined the presentation to highlight some new activities planned for the upcoming Eggsplore & HeritageFest events.

Recreation Assistant Manager Yanez provided status updates on the Basketball season that was just wrapped up, and the Baseball & Softball seasons which are getting ready to kick-off.

6. **DISCUSSIONS**

6.1 **PRAB Review Interpretive Trail Sign Coop with USD 385**

English Language Arts Teacher Mitchell was excited to propose to the Board a collaborative “concept” project that would help display interpretive content at multiple (sign) locations on the Redbud Trail. While the initial production and installment of the signs would be provided by the City, the “content” for the signage would be provided and maintained by the USD 385 faculty members and students. USD 385 is projecting to fund the cost of materials needed for this project through in-house fundraising events they would hold.

Voting Member Rackley moved, seconded by Voting Member Wemmer, to accept USD 385’s proposal as presented.

AYES: Brannan, Israel, Rackley, Lee, Williams, Wemmer, Canfield, Wynter, Whitney
NOS: None

ABSENT: None
ABSTAIN: None
Motion carried: 9/0

6.2 Election of Vice Chairperson

Voting Member Rackley moved, seconded by Voting Member Wemmer, to nominate Voting Member Israel to serve as the PRAB Vice Chairperson.

AYES: Brannan, Israel, Rackley, Lee, Williams, Wemmer, Canfield, Wynter, Whitney
NOS: None
ABSENT: None
ABSTAIN: None
Motion carried: 9/0

6.3 PRAB Adjusted Meeting Schedule Considerations

Instead of revising the approved 2026 PRAB Meeting Schedule, the Board was advised to be on the lookout for an additional "Special Meeting," projected to take place early May (TBD), to assess their recommendations on the submittals soon to be received for "Backstage Security Fencing at the Capitol Federal Amphitheater®," "Cornerstone Pre-Manufactured Restroom," and "Andover Community Center & Recreation Commission Feasibility Studies" RFP/RFQ(s).

6.4 PRAB Updates on RFP/RFQs

Parks & Recreation Manager Schapaugh listed the multiple Requests for Proposal/Qualities (RFP/RFQs) that the City is currently accepting. Upon acceptance of these submittals, the Board will be requested to review and provide their recommendation(s) to the Governing Body on:

- **"Andover Community Center & Recreation Commission Feasibility Studies:"** RFQ submittals are due March 25th, 2026, and will be evaluated by the applicable Review Committee. He stated that the purpose of this RFQ is to collect a detailed community engagement survey to help the City determine how the Community Center should be structured to function and operate.
- **"Cornerstone Pre-Manufactured Restroom:"** RFP submittals are due March 27th, 2026.
- **"Backstage Security Fencing at the Capitol Federal Amphitheater®:"** RFP submittals are due March 23rd, 2026.

7. MEMBER ITEMS

Voting Member Rackley brought up his concern regarding the Vision Triangle(s) for the newly constructed Yorktown & Central, and Yorktown & 13th intersections. Parks & Recreation Manager Schapaugh stated his concern will be brought to the Street Department's attention.

Voting Member Williams questioned the timeline of when the streetlights and signs would be installed on the newly constructed Yorktown Pkwy. He was informed by Assistant City Administrator Graham that the installation of those items will take place during the infrastructure improvements for the two housing developments, Vista Ridge 1st & 2nd currently underway.

8. ADJOURN

Voting Member Israel moved, seconded by Voting Member Brannan, to adjourn the Parks & Recreation Advisory Board meeting at 7:26 pm.

AYES: Brannan, Israel, Rackley, Lee, Williams, Wemmer, Canfield, Wynter, Whitney

NOS: None

ABSENT: None

ABSTAIN: None

Motion carried: 9/0

Respectfully Submitted by,

Sel F

Administrative Assistant – Public Works & Utilities

Approved this _____ day of _____, 2026, by the Parks & Recreation Advisory Board.



To: Parks & Recreation Advisory Board
From: Daniel Schapaugh
Date: April 28, 2026
Subject: Cornerstone Park Restroom Selection

SUMMARY:

As discussed in previous PRAB meetings, one of the Capital Projects covered in the 2026 Park Improvement Fund budget is to add a restroom facility and associated amenities at the Cornerstone Neighborhood Park. Staff sent out an RFP publicly and directly invited 3 manufactures of prefabricated park restrooms, with two respondents providing proposals. For background information - Romtec is a respondent and did provide part of the Central Park Restroom project in 2016.

The intent for this project is for the utilities, foundation and approach work to be bid as a separate scope, and then upon completion, the prefabricated restroom would be shipped to the site and be placed into service.

There are 3 packages for the PRAB to consider, and if none are suitable, additional pricing on other models can be solicited.

FINANCIAL IMPLICATIONS:

Total project budget is \$300,000, this is to include the secondary scope of work addressing the utility extensions, site preparation, foundation, site furnishings, etc. Staff estimate the cost of preparing the site for the restroom to be near \$95,000.

ATTACHMENTS:

[Cornerstone Park Proposed Amenity Layout](#)

[Romtec Signed Andover Cornerstone Park RFP - Opt. 1](#)

[Romtec Signed Andover Cornerstone Park RFP - Opt. 2](#)

[Infrastructure Precast Logan wet restroom product sheet](#)

[Infrastructure Precast 26-1553ES - Logan Price](#)

Cornerstone Park Proposed Restroom: site placement and associated project amenities



Proposed restroom site with master planned approach

Proposed sidewalk extension

Potential bench locations



City of Andover, KS

Request for Proposal

The proposal must be fixed and firm unless stated otherwise. Proposals and process must be valid for a minimum of ninety (90) days after submission date. Respondents will not include Federal, State or applicable Local excise and/or sales taxes in prices, as the City of Andover is exempt for payment of such taxes: An exemption certificate will be provided, where/when applicable, upon request.

In comparing submittals, consideration will not be confined to price only. The successful respondent will be the one whose product is judged to best serve the interest of the City of Andover when price, product, and safety are considered. For any equipment with an Operator Rating, please refer to the "Scoring Matrix" provided. The City of Andover reserves the right to reject any and/or all submittals or any part thereof for any reason, and to waive any minor technicalities. The City of Andover's decision shall be final.

Event Description:

The City of Andover is accepting sealed proposals for a new

Pre-manufactured park restroom

Project Description (if applicable):

The pre-manufactured park restroom is to be single stall, ADA accessible, plumbed and heated for 3+ season use. Delivery is to be included in the proposal price, with destination to be Andover, KS. The City intends to bid utility extension and installation of the structure as a separate project. However, if the manufacturer is capable, an alternate installation option may be submitted with this package. Cost of the park restroom structure is not to exceed \$200,000. Multiple design and price point options may be submitted and will be considered by the City's Park and Recreation Advisory Board for selection and recommended to the Andover City Council for final acceptance.

Submittals will be accepted by the Director of Public Works & Utilities until the time and disclosed below, which is also when the submittals will be tabulated for recommendation to the City Council. Any submittals received after the closing date will be returned unopened, by return mail.

Submittal Date & Time: 3/27/2026 10:00

If checked, a Demo will need to be set up prior to submittal date. Demo can be at a City facility, or a site provided by the Vendor.

Demo Setup & Questions:

E-MAIL QUESTIONS TO: Parks Dept. - City of Andover, KS

| | | |
|------------------|-----------------------|--------------------------|
| Daniel Schapaugh | Parks Manager | dschapaugh@andoverks.gov |
| Rick Lanzrath | Public Works Director | pw@andoverks.gov |

MAIL SUBMITTAL TO:

City of Andover, KS
ATTN: Director of PW & U
1609 E Central Ave
Andover, KS 67002

HAND DELIVER SUBMITTAL TO:

City of Andover
1609 E Central Ave
Andover, KS 67002

MARK ENVELOPE: Pre-manufactured park restroom

ATTN: Director of PW & U

If checked, the submittal shall include pricing on all specs listed above. Please provide one (1) paper copy and one (1) electronic copy.

If checked, the **respondent** shall furnish one (1) copy of the Manufacturer's Published Specifications with their submittal.

Please fill out the sections below, specifying the specs for " Pre-manufactured park restroom "

Warranty: See attach proposal, reference section 1, item 5, "Warranty and limitations"

Other: See, attached "reference image" note these are similar structures. Each building is made to order for based on the owner's design requirements, as such there the reference buildings show the design intent not the exact appearance of the Andover Cornerstone Park design.

Other: Romtec has worked with Andover in the past, we provide the design & supply of the Andover Central Park restroom and storm shelter.

Proposal

TO: The Honorable Mayor and Members of
the Council of the City of Andover, KS

The undersigned hereby proposes to furnish the listed PROJECT in strict accordance with the specifications hereto annexed on file with the Office of Public Works & Utilities, at the following price.

| <u>DESCRIPTION:</u> | <u>PRICE:</u> |
|---|---------------|
| (1) "3-season" Single-user Restroom per attach proposal | 67,349.00 |

TOTAL: \$ 67,349.00

The above quoted item shall be delivered F.O.B. Andover on or before 09/24/2026

We, Romtec, Inc.
and may not be withdrawn for a period of ninety (90)
and date.

, agree that this quote shall be good
calendar days after the closing time

Dated, this 24 day of March, 2026.

RESPONDENT: Romtec Inc.

ADDRESS: 18240 Northbank Rd. Roseburg, OR 97470

PHONE: 541-496-3541

AUTHORIZED AGENT: *Dayna M Lewis CFO*
(PRINT NAME & TITLE)

Dayna M Lewis
(SIGNATURE)

Scoring Matrix

| Description of Score Category | Total Point Possible | | | | | | |
|--------------------------------|----------------------|--|--|--|--|--|--|
| Compliance with Specifications | | | | | | | |
| Price | | | | | | | |
| Operator Rating | | | | | | | |
| Delivery Date | | | | | | | |
| | 0 | | | | | | |

Compliance with Specification, each item out of specification will result in 10 points being reduced. Three or more items will result in a score of 0.

Price shall be score based on a curve. The lowest price unit meeting all the specifications will set the baseline. All proposals with a price more than the baseline will get points based on a percentage. Example if Company A sets the baseline at 100 and Company B price is 125, it is calculated as $100/125 \times \text{total points available for price}$. This would result in Company A getting 30 points and Company B getting 24 points. All rounding will be down to the nearest whole number. Any price lower than the baseline but not meeting all the specifications will get the total maximum points.

Deliver date will be set with the earliest delivery date being the baseline. Every month beyond that will result in a 1 point reduction until such time the score reaches zero.

Operator rating will be scored based on performance of the machine's ability to do the task based on performance during demo either at the City Shop or a demo location provided by the vendor. Other factors will include comfortability, ease of use and familiarity.



Preliminary Scope of Supply and Services

Building Supply Only

Project: Andover Cornerstone Park – Option 1
Location: Andover, KS
Customer: City of Andover
Date: March 24, 2026

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec's process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

- A. Romtec Provides a Quote/Proposal**
 1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
 2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
 3. Romtec's Quote/Proposal will include Credit Application and Project Information forms.
 4. Depending on the nature and complexity of the project, Romtec's Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.
- B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form**
 1. Romtec and the customer will finalize the agreed payment schedule.
- C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)**
 1. Romtec provides the SSDS in Romtec's standard electronic submittal format.
 2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.
- D. Customer reviews and comments on the SSDS**
 1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 3. Customer will have 45 days from purchase order date to approve the SSDS.
- E. Customer Approves the SSDS and releases Romtec to begin production**
 1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
 2. The customer's approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
 3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
- F. Romtec provides the Full Sealed Plan Set**
 1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other, see Section 6.E.5 below). The full plans are for review by the local building department (or relevant permitting authority).
 2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 3. Romtec's standard plan size is 11"x17".
- G. The local building department reviews and comments on the Romtec plans**
 1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
- H. The local building department approves the revised Romtec plans**
 1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 2. Romtec will complete production/manufacturing of the building package per the final approved plans.
- I. Romtec delivers the completed building package**
 1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
 2. Romtec's warranty period begins.

2. Key Notes

- A. Romtec is proposing to design and supply the structure defined herein. Any changes or additions, including color selections, may result in a price change.**

This proposal is based on project completion 12 months from the date of purchase. Pricing will held through project completion within the 12 months from contract execution.

3. Romtec Scope of Materials Supply

A. Structure

1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), split-face, mortar joint.
 - a. Block color: **gray**.
2. Exterior Finish: Fiber cement lap siding, gable ends/upper portion of building.
3. Doors, frames, and hardware
 - a. Doors and frames: Steel, powder coated **black**.
 - b. Hinges: Stainless steel, ball bearing.
 - c. Door Closer(s): Grade 1 heavy duty.
 - d. Door Locks: Grade 2 lever lock with latch guard.
 - i. Restroom doors only: Interconnected lock with occupancy indicator and one-way deadbolt.
 - e. Door Vents: Louvered, restroom door only.
4. Roof System
 - a. Wood truss roof package
 - i. Batt insulation.
 - ii. 1"x4" Cedar Trim
 - iii. Simpson anchors/ties
 - iv. Roof Sheathing
 - v. Lumber for truss blocking, top-of-wall blocking, eave/vent blocking
 - vi. Vents
 - vii. Ice and water shield
 - viii. Interior trim boards
 - b. Roofing Finish: Architectural Composite Shingles.
 - i. Color selected by **owner** from the manufacturer's standard color chart.

B. Plumbing Fixtures and Accessories

1. Toilet(s): China porcelain, floor mount, manual lever flush valve(s).
2. Sink(s): China porcelain, wall mount, single, push button faucet(s).
3. Grab Bars: Stainless steel, wall mount.
4. Toilet Paper Dispenser(s): Stainless steel, wall mount, 2-roll capacity.
5. Soap Dispenser(s): Stainless steel, wall mount, automatic.

C. Electrical Fixtures

1. Exterior light fixtures
 - a. Wall mount, LED wall pack light fixtures with built-in photocell.
2. Interior light fixtures
 - a. LED, 48", ceiling mount, vapor tight.
 - b. Controlled by motion sensor.
3. Heating: Surface mount, wall heater, located in mechanical room only for freeze protection.
4. Mechanical exhaust fan.
5. Breaker Panel: 100 amp, single-phase, rain tight.
 - a. Sized for Romtec supplied equipment only.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided the **contractor**.
2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural components will be provided by the **installer**:

 - a. All materials, equipment and labor for footings and interior slabs.
 - b. Latex epoxy paint wall finish.
 - c. Gypsum board ceiling finish.
 - d. Caulking.
 - e. Concrete sealant for flooring and CMU block exterior.
 - f. Masonry (concrete) grout and rebar
 - g. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
 - h. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
 - i. Sealant for all exposed wood.
 - j. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
 - k. Fiber cement siding will arrive primed to be painted on-site.
2. Plumbing

The following plumbing components will be provided by the **installer**.

 - a. Plumbing rough-in, installation and trim within 10' of the building footprint.
 - b. All water and sewer piping and floor drains within the building footprint.
 - c. If required central low point drain(s) for winterization.
3. Electrical

The following electrical components will be provided by the **installer**.

 - a. Electrical rough-in, installation and trim within 10' of the building footprint.
 - b. All switches and outlets that are not included with electrical products.
 - c. Note that all Romtec building designs include a spare conduit from the main power source to the main breaker panel. All conduits are supplied by the **installer**.

4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **installer**.
 - a. Building package installation
 - b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by another entity.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural
The following items relative to the structural components will be supplied by the **contractor**:
 - a. All materials, equipment and labor for exterior slabs and sidewalks.
 - b. If required, design and supply of gutters and downspouts is by the contractor, installer, or others. Romtec can show basic gutters and downspouts on the plans upon request.
2. Plumbing
The following plumbing components will be provided by the **contractor**.
 - a. Incoming plumbing utilities to within 10' of the building exterior.
 - b. All water and sewer piping, drains, and valves external of the building footprint.
3. Electrical
The following electrical components will be provided by the **contractor**.
 - a. Incoming electrical utilities to within 10' of the building exterior.
 - b. Electrical meter base and meter (or other incoming supply power source).
4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **contractor**.

| | |
|--|--|
| <ol style="list-style-type: none"> a. Site grading and/or asphalt paving b. Masonry pavers c. Branch circuit breakers d. Fire alarm & fire suppression equipment e. Lighting equipment not attached to the building | <ol style="list-style-type: none"> f. Backflow check valves & drain valves g. Freeze protection h. Landscaping i. Special inspection services j. Permits and fees k. Site plans l. Geotechnical reports |
|--|--|

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect, maintain, and deliver to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff.
Note: If site visits are required, Romtec will issue a change order.
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. 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.
 - a. Roof Snow Load: 25 psf
 - b. IBC Seismic Design Category: C
 - c. Design Wind Speed: 110 mph

- d. Allowable Soil Bearing: 1500 psf
 - e. Occupancy Type: U
 - f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
 5. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.
 6. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
 7. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that may meet LEED/Green compliance 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/CALGreen or similar standards. Any changes due to compliance requirements may result in a price change and increased lead time.
 8. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
 9. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

PURCHASE AGREEMENT



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

| |
|----------------------------|
| Proposal Date 3/20/2026 |
|----------------------------|

#052725-RMT

Andover Cornerstone Park

Customer: Anover Kansas
 Daniel Schapaugh, Parks Manager
 1609 E Central Ave Andover, KS 67002



| Quantity | Building Proposal Description | Extended Price |
|---|--|---------------------|
| 1 | Romtec Restroom - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 03/20/2026 | \$ 55,667.00 |
| Sourcewell DISCOUNT: Available only to members of Sourcewell. | | 5.00% \$ (2,784.00) |
| Freight/Packaging to: Andover, KS | | \$ 11,682.00 |
| ROMTEC INC. PURCHASE ORDER TOTAL | | \$ 64,565.00 |

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% 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.

The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times.

The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

| | | | |
|-------------------------------------|------|----------------------------------|------|
| Customer/Owner Authorized Signature | Date | Romtec Inc. Authorized Signature | Date |
|-------------------------------------|------|----------------------------------|------|

| | |
|-----------------------------|--------------------------|
| Customer/Owner Printed Name | Romtec Inc. Printed Name |
|-----------------------------|--------------------------|



Standard Purchase Agreement Terms & Conditions

Rev. Date: 1/5/2026

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing from the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of any applicable warranty service until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that purchase.
12. Notwithstanding any terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.
13. Unless another specific time period is agreed in writing, Romtec allows up to six (6) months for the Customer to complete construction/installation of the delivered Romtec goods and begin the Romtec warranty period.
14. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

15. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
16. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
17. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal and/or full plan set from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
18. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
19. Customer agrees that the project schedule will be adjusted as needed for any changes.
20. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot produce and deliver the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to this requirement therein.
21. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its convenience per the applicable terms herein.
22. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the applicable terms herein.
23. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as expeditiously as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.
 - a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDS): 30% of total contract value.
 - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of total contract value.
 - c. Termination after Customer formally releases Romtec to begin production of the order: 100% of total contract value.
24. Any other agreed termination terms notwithstanding, Customer shall pay Romtec upon request no less than the amount due for work completed prior to the termination.

Project Schedule

25. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
26. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.

27. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
28. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.

Shipping and Handling

29. Unless otherwise specifically included in the purchase agreement, Romtec will ship all items per FCA terms from Roseburg, Oregon (from Romtec's facility).
30. Unless otherwise agreed, Romtec will select the shipping carrier, and risk of loss passes to the Customer upon Romtec's delivery of the goods to the carrier. Any damage or loss during transportation must be resolved between the Customer and the shipping carrier.
31. In the event that Romtec agrees to retain risk of loss during transportation, risk of loss shall pass to the Customer upon delivery.
32. Unloading is by the receiver (typically the Customer or the Customer's agent). Neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. However, Romtec is not the unloader nor the installer, and Romtec is not responsible for determining the means and methods for unloading or construction/installation work.
34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.
35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components per the recommendations of the component manufacturer.
36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
37. Unless otherwise specifically agreed in writing, Romtec will ship all items upon completion of production, and the Customer will accept delivery of completed items upon arrival.
38. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
39. Romtec does not have capacity for long-term storage of completed goods. In the event of a delay to the agreed delivery date, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
40. Regardless of any delay to shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
41. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

Insurance

42. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Professional Liability: \$1 million
 - c. Professional Liability Excess: \$3 million
 - d. Automobile: \$1 million (any auto, owned, rented, not owned)
 - e. Installation Floater: \$2 million
 - f. Umbrella/Excess: \$5 million

43. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
44. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

45. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
46. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
47. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
48. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
49. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
50. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
51. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.
52. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
53. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
54. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
55. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Accounts Payable Contact: AP Phone: AP Email:

Federal ID No.: Tax Exempt? No Yes (Please provide certificate)

Project Info

Project Name: Government Agency:

Project Main Contact: Phone:

Site Address:

City: State: Zip:

Prime Contractor (General Contractor)

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Owner

Org Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: Address:

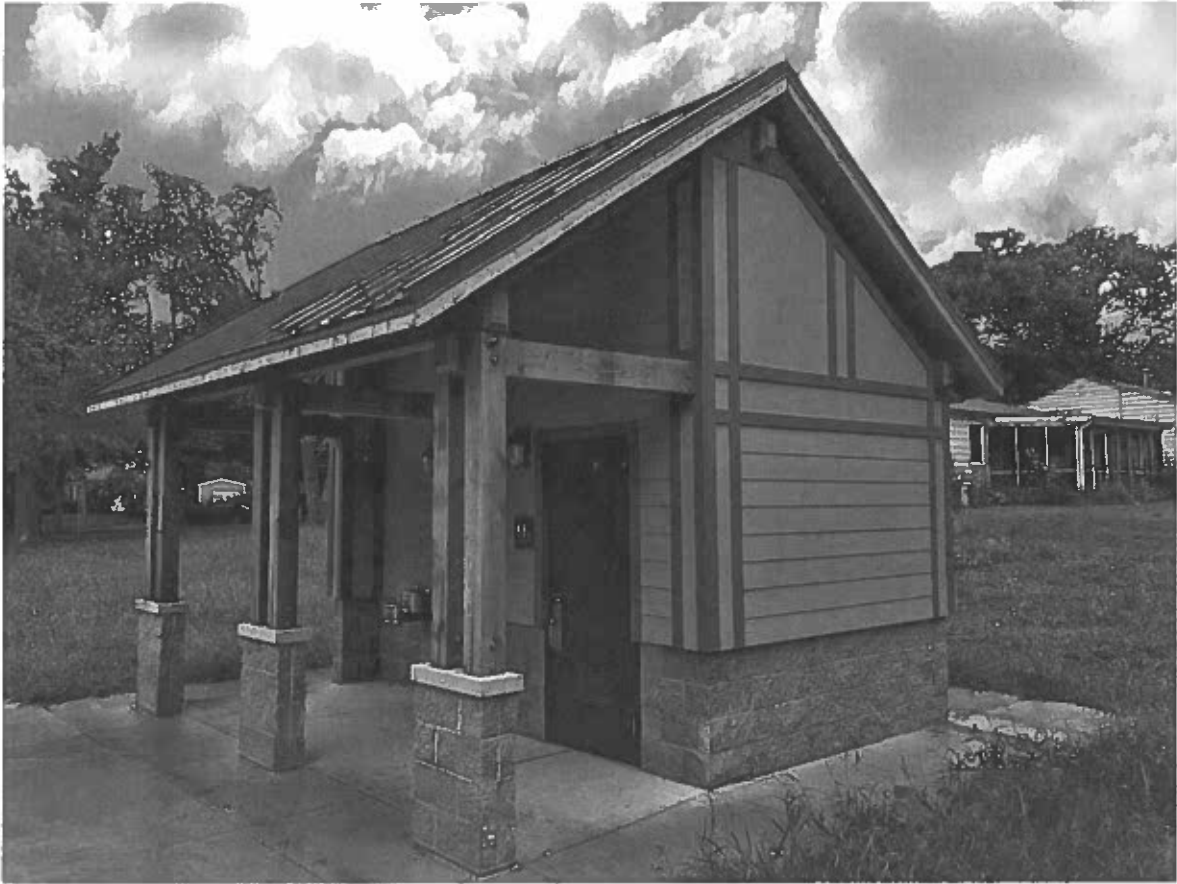
City: State: Zip: Phone:

Bond No.: Underwriter: Fax:

Reference Images











City of Andover, KS

Request for Proposal

The proposal must be fixed and firm unless stated otherwise. Proposals and process must be valid for a minimum of ninety (90) days after submission date. Respondents will not include Federal, State or applicable Local excise and/or sales taxes in prices, as the City of Andover is exempt for payment of such taxes: An exemption certificate will be provided, where/when applicable, upon request.

In comparing submittals, consideration will not be confined to price only. The successful respondent will be the one whose product is judged to best serve the interest of the City of Andover when price, product, and safety are considered. For any equipment with an Operator Rating, please refer to the "Scoring Matrix" provided. The City of Andover reserves the right to reject any and/or all submittals or any part thereof for any reason, and to waive any minor technicalities. The City of Andover's decision shall be final.

Event Description:

The City of Andover is accepting sealed proposals for a new
Pre-manufactured park restroom

Project Description (if applicable):

The pre-manufactured park restroom is to be single stall, ADA accessible, plumbed and heated for 3+ season use. Delivery is to be included in the proposal price, with destination to be Andover, KS. The City intends to bid utility extension and installation of the structure as a separate project. However, if the manufacturer is capable, an alternate installation option may be submitted with this package. Cost of the park restroom structure is not to exceed \$200,000. Multiple design and price point options may be submitted and will be considered by the City's Park and Recreation Advisory Board for selection and recommended to the Andover City Council for final acceptance.

Submittals will be accepted by the Director of Public Works & Utilities until the time and disclosed below, which is also when the submittals will be tabulated for recommendation to the City Council. Any submittals received after the closing date will be returned unopened, by return mail.

Submittal Date & Time: 3/27/2026 10:00

If checked, a Demo will need to be set up prior to submittal date. Demo can be at a City facility, or a site provided by the Vendor.

Demo Setup & Questions:

E-MAIL QUESTIONS TO: Parks Dept. - City of Andover, KS

| | | |
|------------------|-----------------------|--------------------------|
| Daniel Schapaugh | Parks Manager | dschapaugh@andoverks.gov |
| Rick Lanzrath | Public Works Director | pw@andoverks.gov |

MAIL SUBMITTAL TO:

City of Andover, KS
ATTN: Director of PW & U
1609 E Central Ave
Andover, KS 67002

HAND DELIVER SUBMITTAL TO:

City of Andover
1609 E Central Ave
Andover, KS 67002

MARK ENVELOPE: Pre-manufactured park restroom
ATTN: Director of PW & U

If checked, the submittal shall include pricing on all specs listed above. Please provide one (1) paper copy and one (1) electronic copy.

If checked, the **respondent** shall furnish one (1) copy of the Manufacturer's Published Specifications with their submittal.

Please fill out the sections below, specifying the specs for " Pre-manufactured park restroom "

Warranty: See attach proposal, reference section 1, item 5, "Warranty and limitations"

Other: See, attached "reference image" note these are similar structures. Each building is made to order for based on the owner's design requirements, as such there the reference buildings show the design intent not the exact appearance of the Andover Cornerstone Park design.

Other: Romtec has worked with Andover in the past, we provide the design & supply of the Andover Central Park restroom and storm shelter.

Proposal

TO: The Honorable Mayor and Members of
the Council of the City of Andover, KS

The undersigned hereby proposes to furnish the listed PROJECT in strict accordance with the specifications hereto annexed on file with the Office of Public Works & Utilities, at the following price.

| <u>DESCRIPTION:</u> | <u>PRICE:</u> |
|---|---------------|
| (1) "3-season" Single-user Restroom per attach proposal | 127955.00 |

TOTAL: \$ 127,955.00

The above quoted item shall be delivered F.O.B. Andover on or before 09/24/2026

We, Romtec, Inc.
and may not be withdrawn for a period of ninety (90)
and date.

, agree that this quote shall be good
calendar days after the closing time

Dated, this 24 day of March, 2026.

RESPONDENT: Romtec Inc.

ADDRESS: 18240 Northbank Rd. Roseburg, OR 97470

PHONE: 541-496-3541

AUTHORIZED AGENT: *Dayna M. Lewis CFO*
(PRINT NAME & TITLE)

Dayna M. Lewis
(SIGNATURE)

Scoring Matrix

| Description of Score Category | Total Point Possible | | | | | |
|--------------------------------|----------------------|--|--|--|--|--|
| Compliance with Specifications | | | | | | |
| Price | | | | | | |
| Operator Rating | | | | | | |
| Delivery Date | | | | | | |
| | 0 | | | | | |

Compliance with Specification, each item out of specification will result in 10 points being reduced. Three or more items will result in a score of 0.

Price shall be score based on a curve. The lowest price unit meeting all the specifications will set the baseline. All proposals with a price more than the baseline will get points based on a percentage. Example if Company A sets the baseline at 100 and Company B price is 125, it is calculated as $100/125 \times \text{total points available for price}$. This would result in Company A getting 30 points and Company B getting 24 points. All rounding will be down to the nearest whole number. Any price lower than the baseline but not meeting all the specifications will get the total maximum points.

Deliver date will be set with the earliest delivery date being the baseline. Every month beyond that will result in a 1 point reduction until such time the score reaches zero.

Operator rating will be scored based on performance of the machine's ability to do the task based on performance during demo either at the City Shop or a demo location provided by the vendor. Other factors will include comfortability, ease of use and familiarity.



Preliminary Scope of Supply and Services

Building Supply Only

Project: Andover Cornerstone Park – Option 2
Location: Andover, KS
Customer: City of Andover
Date: March 24, 2026

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1.Process – Start to Finish

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

- A. Romtec Provides a Quote/Proposal**
 1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
 2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
 3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
 4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.
- B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form**
 1. Romtec and the customer will finalize the agreed payment schedule.
- C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)**
 1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
 2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.
- D. Customer reviews and comments on the SSDS**
 1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 3. Customer will have 45 days from purchase order date to approve the SSDS.
- E. Customer Approves the SSDS and releases Romtec to begin production**
 1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
 2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
 3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
- F. Romtec provides the Full Sealed Plan Set**
 1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec’s standard electronic format (and no other, see Section 6.E.5 below). The full plans are for review by the local building department (or relevant permitting authority).
 2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 3. Romtec’s standard plan size is 11”x17”.
- G. The local building department reviews and comments on the Romtec plans**
 1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
- H. The local building department approves the revised Romtec plans**
 1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 2. Romtec will complete production/manufacturing of the building package per the final approved plans.
- I. Romtec delivers the completed building package**
 1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
 2. Romtec’s warranty period begins.

2. Key Notes

- A. Romtec is proposing to design and supply the structure defined herein. Any changes or additions, including color selections, may result in a price change.**

This proposal is based on project completion 12 months from the date of purchase. Pricing will hold through project completion within the 12 months from contract execution.

3. Romtec Scope of Materials Supply

A. Structure

1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), split-face, mortar joint.
 - a. Block color: **gray**.
2. Exterior Finish: rigid insulation finished with fiber cement lap siding.
3. Doors, frames, and hardware
 - a. Doors and frames: Steel, powder coated **black**.
 - b. Hinges: Stainless steel, ball bearing.
 - c. Door Closer(s): Grade 1 heavy duty.
 - d. Door Accessories: stainless steel, kickplate
 - e. Door Locks: Grade 2 lever lock with latch guard.
 - i. Restroom doors only: Interconnected lock with occupancy indicator and one-way deadbolt.
 - f. Door Vents: Louvered, restroom door only.
4. Roof System
 - a. Glulam beams
 - b. Structural Insulation Panels (SIPS)
 - i. Ceiling Finish: 1x6 tongue and groove decking.
 - c. Shed style roof extension for covered restroom entry.
 - i. All exposed steel brackets are powder coated **black**.
 - d. Roofing Finish: Metal Panels
 - i. Fabral, 26-gauge, Horizon 16, standing seam.
 - ii. Color selected by **owner** from the manufacturer's standard color chart.

B. Plumbing Fixtures and Accessories

1. Toilet(s): China porcelain, floor mount, manual lever flush valve(s).
2. Sink(s): China porcelain, wall mount, single, push button faucet(s).
3. Grab Bars: Stainless steel, wall mount.
4. Toilet Paper Dispenser(s): Stainless steel, wall mount, 3-roll capacity.
5. Paper Towel Dispenser(s): Stainless steel, wall mount.
6. Soap Dispenser(s): Stainless steel, wall mount, automatic.
7. Diaper Deck: Surface mount, stainless steel veneer.
8. Drinking fountain: Surface mount, stainless steel, non-refrigerated, bi-level, bottle filler, freeze protection.

C. Electrical Fixtures

1. Exterior light fixtures
 - a. LED downlight, wall cylinder.
 - b. Controlled by photocell.
2. Interior light fixtures
 - a. LED, 48", ceiling mount, vapor tight.
 - b. Controlled by motion sensor.
3. Heating: Surface mount, wall heater, located in each room.
4. Mechanical Exhaust: Inline fan(s), ducting, register(s).
5. Hand Dryer(s):
 - a. Wall mount, ThinAir.
6. Breaker Panel: 100 amp, single-phase, rain tight.
 - a. Sized for Romtec supplied equipment only.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

B. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.
3. Most HVAC equipment manufacturers (heat pumps, air conditioners, heaters, etc.) require installation by a factory certified technician to engage their warranty. The installer must demonstrate installation was completed per manufacturer requirements to make a valid warranty claim for HVAC equipment.

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided the **contractor**.
2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural
The following structural components will be provided by the **installer**:
 - a. All materials, equipment and labor for footings and interior slabs.
 - b. Latex epoxy paint wall finish.
 - c. Gypsum board ceiling finish.
 - d. Caulking.
 - e. Concrete sealant for flooring and CMU block exterior.
 - f. Masonry (concrete) grout and rebar
 - g. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
 - h. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
 - i. Sealant for all exposed wood.
 - j. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
 - k. Fiber cement siding will arrive primed to be painted on-site.
 - l. Rain gutters and downspouts are supplied and installed by building **installer**.
2. Plumbing
The following plumbing components will be provided by the **installer**.
 - a. Plumbing rough-in, installation and trim within 10' of the building footprint.
 - b. All water and sewer piping and floor drains within the building footprint.
 - c. If required central low point drain(s) for winterization.
3. Electrical
The following electrical components will be provided by the **installer**.
 - a. Electrical rough-in, installation and trim within 10' of the building footprint.
 - b. All switches and outlets that are not included with electrical products.
 - c. Note that all Romtec building designs include a spare conduit from the main power source to the main breaker panel. All conduits are supplied by the **installer**.
4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **installer**.
 - a. Building package installation
 - b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by another entity.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural
The following items relative to the structural components will be supplied by the **contractor**:
 - a. All materials, equipment and labor for exterior slabs and sidewalks.
 - b. If required, design and supply of gutters and downspouts is by the contractor, installer, or others. Romtec can show basic gutters and downspouts on the plans upon request.
2. Plumbing
The following plumbing components will be provided by the **contractor**.
 - a. Incoming plumbing utilities to within 10' of the building exterior.
 - b. All water and sewer piping, drains, and valves external of the building footprint.
3. Electrical
The following electrical components will be provided by the **contractor**.
 - a. Incoming electrical utilities to with 10' of the building exterior.
 - b. Electrical meter base and meter (or other incoming supply power source).
4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **contractor**.

| | |
|--|--|
| <ol style="list-style-type: none"> a. Site grading and/or asphalt paving b. Masonry pavers c. Branch circuit breakers d. Fire alarm & fire suppression equipment e. Lighting equipment not attached to the building | <ol style="list-style-type: none"> f. Backflow check valves & drain valves g. Freeze protection h. Landscaping i. Special inspection services j. Permits and fees k. Site plans l. Geotechnical reports |
|--|--|

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect, maintain, and deliver to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff.
 - Note: If site visits are required, Romtec will issue a change order.*
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. 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.
 - a. Roof Snow Load: 25 psf
 - b. IBC Seismic Design Category: C
 - c. Design Wind Speed: 110 mph
 - d. Allowable Soil Bearing: 1500 psf
 - e. Occupancy Type: U
 - f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
5. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.
6. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
7. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that may meet LEED/Green compliance 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/CALGreen or similar standards. Any changes due to compliance requirements may result in a price change and increased lead time.
8. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
9. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

PRELIMINARY

THIS DRAWING IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ARCHITECT. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

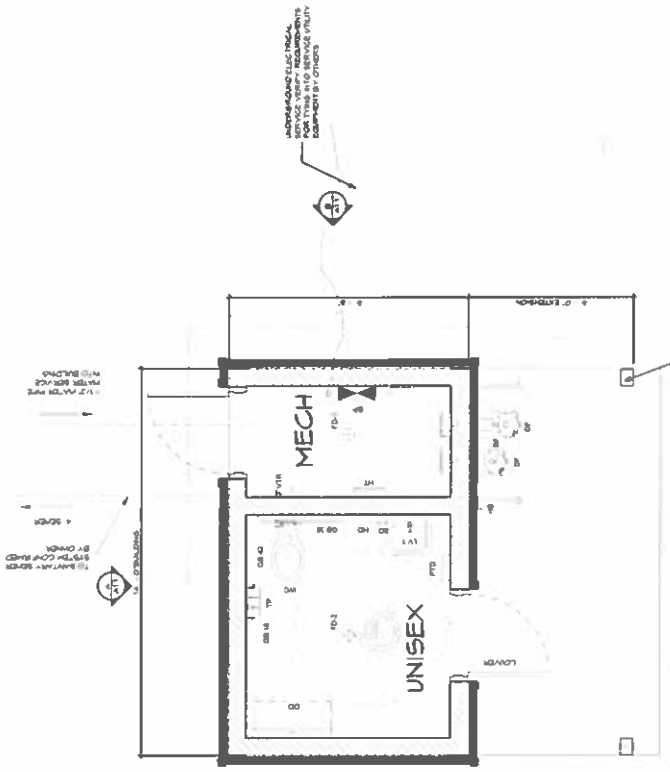
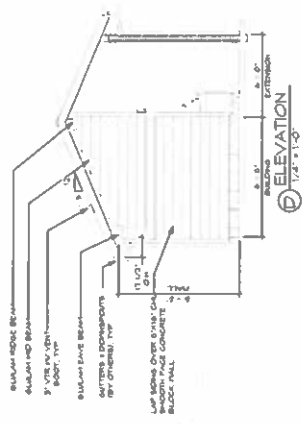
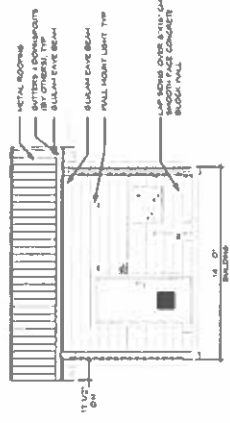
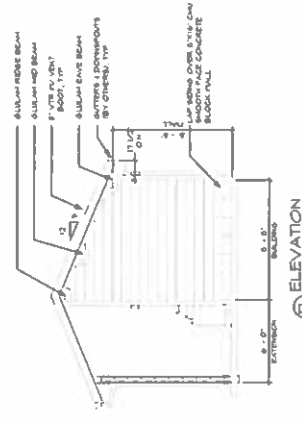
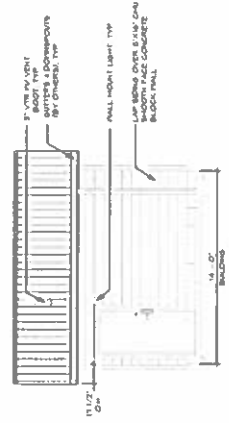
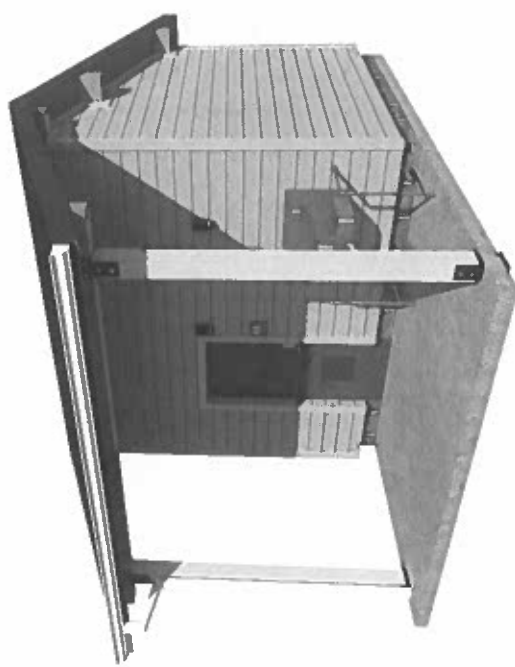
ROMTEC

ANDOVER CORNERSTONE PARK
ANDOVER, KANSAS

DATE: 02/13/20
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1/4" = 1'-0"

FLOOR PLAN

A1.1



WALL TYPE SCHEDULE

| | |
|---|-----------------------------|
| 1 | 6' x 6' REINFORCED CONCRETE |
| 2 | 6' x 6' REINFORCED CONCRETE |
| 3 | 6' x 6' REINFORCED CONCRETE |
| 4 | 6' x 6' REINFORCED CONCRETE |
| 5 | 6' x 6' REINFORCED CONCRETE |

ALL CELLS FINISH BOND PATTERN

1 FLOOR PLAN
1/2" = 1'-0"

| | |
|------|------|
| LEND | AREA |
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |

PURCHASE AGREEMENT



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

| |
|-----------------------------------|
| Proposal Date 3/20/2026 |
|-----------------------------------|

#052725-RMT

Andover Cornerstone Park

Customer: Anover Kansas
 Daniel Schapaugh, Parks Manager
 1609 E Central Ave Andover, KS 67002



| Quantity | Building Proposal Description | Extended Price |
|---|--|----------------------|
| 1 | Romtec Restroom - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 03/20/2026 | \$ 122,393.00 |
| Sourcewell DISCOUNT: Available only to members of Sourcewell. | | 5.00% \$ (6,120.00) |
| Freight/Packaging to: Andover, KS | | \$ 11,682.00 |
| ROMTEC INC. PURCHASE ORDER TOTAL | | \$ 127,955.00 |

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% 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.

The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times.

The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

| | | | |
|-------------------------------------|------|----------------------------------|------|
| Customer/Owner Authorized Signature | Date | Romtec Inc. Authorized Signature | Date |
| Customer/Owner Printed Name | | Romtec Inc. Printed Name | |



Standard Purchase Agreement Terms & Conditions

Rev. Date: 1/5/2026

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing from the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of any applicable warranty service until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that purchase.
12. Notwithstanding any terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.
13. Unless another specific time period is agreed in writing, Romtec allows up to six (6) months for the Customer to complete construction/installation of the delivered Romtec goods and begin the Romtec warranty period.
14. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

15. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
16. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
17. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal and/or full plan set from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
18. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
19. Customer agrees that the project schedule will be adjusted as needed for any changes.
20. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot produce and deliver the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to this requirement therein.
21. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its convenience per the applicable terms herein.
22. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the applicable terms herein.
23. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as expeditiously as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.
 - a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDS): 30% of total contract value.
 - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of total contract value.
 - c. Termination after Customer formally releases Romtec to begin production of the order: 100% of total contract value.
24. Any other agreed termination terms notwithstanding, Customer shall pay Romtec upon request no less than the amount due for work completed prior to the termination.

Project Schedule

25. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
26. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.

27. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
28. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.
43. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
44. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

Shipping and Handling

29. Unless otherwise specifically included in the purchase agreement, Romtec will ship all items per FCA terms from Roseburg, Oregon (from Romtec's facility).
30. Unless otherwise agreed, Romtec will select the shipping carrier, and risk of loss passes to the Customer upon Romtec's delivery of the goods to the carrier. Any damage or loss during transportation must be resolved between the Customer and the shipping carrier.
31. In the event that Romtec agrees to retain risk of loss during transportation, risk of loss shall pass to the Customer upon delivery.
32. Unloading is by the receiver (typically the Customer or the Customer's agent). Neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. However, Romtec is not the unloader nor the installer, and Romtec is not responsible for determining the means and methods for unloading or construction/installation work.
34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.
35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components per the recommendations of the component manufacturer.
36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
37. Unless otherwise specifically agreed in writing, Romtec will ship all items upon completion of production, and the Customer will accept delivery of completed items upon arrival.
38. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
39. Romtec does not have capacity for long-term storage of completed goods. In the event of a delay to the agreed delivery date, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
40. Regardless of any delay to shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
41. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.
45. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
46. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
47. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
48. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
49. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
50. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
51. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.
52. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
53. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
54. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
55. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.

Insurance

42. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Professional Liability: \$1 million
 - c. Professional Liability Excess: \$3 million
 - d. Automobile: \$1 million (any auto, owned, rented, not owned)
 - e. Installation Floater: \$2 million
 - f. Umbrella/Excess: \$5 million



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Accounts Payable Contact: AP Phone: AP Email:

Federal ID No.: Tax Exempt? No Yes (Please provide certificate)

Project Info

Project Name: Government Agency:

Project Main Contact: Phone:

Site Address:

City: State: Zip:

Prime Contractor (General Contractor)

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Owner

Org Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: Address:

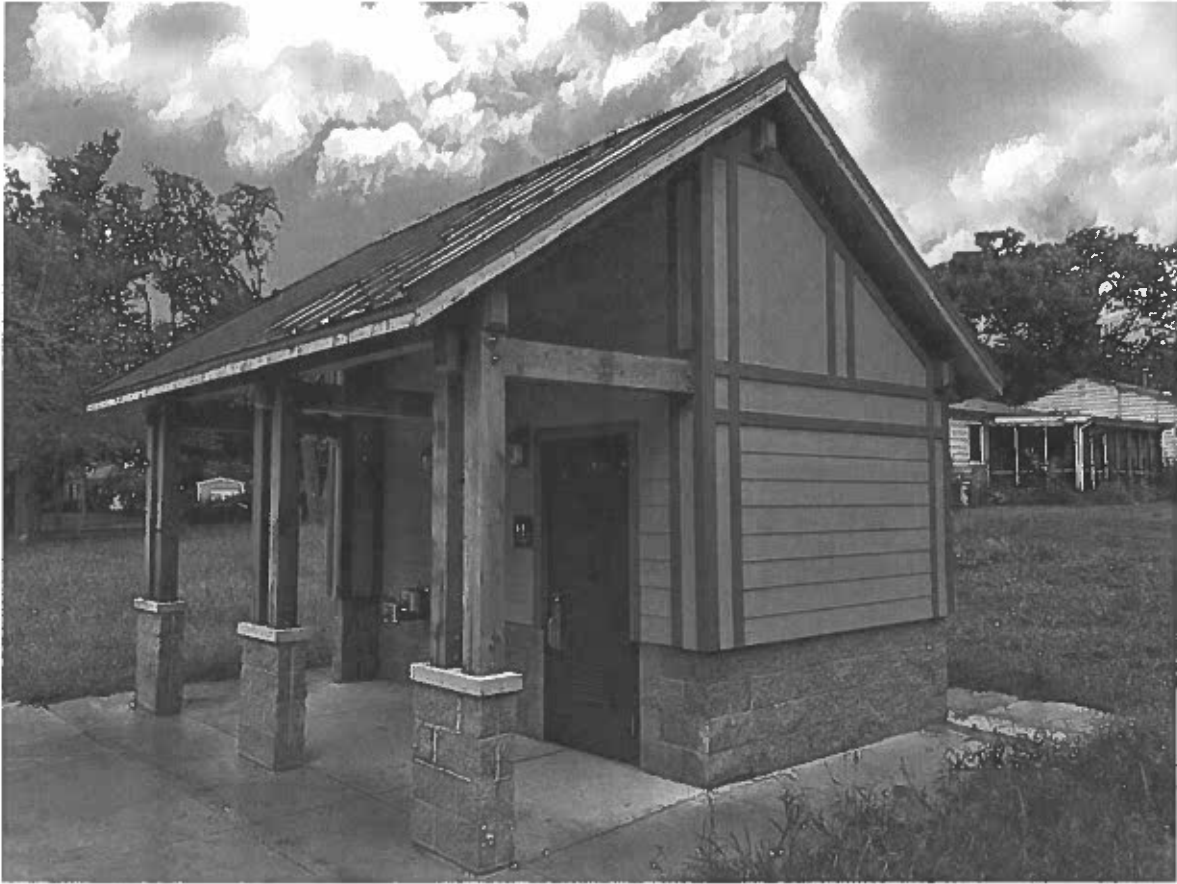
City: State: Zip: Phone:

Bond No.: Underwriter: Fax:

Reference Images









Shown without porch.

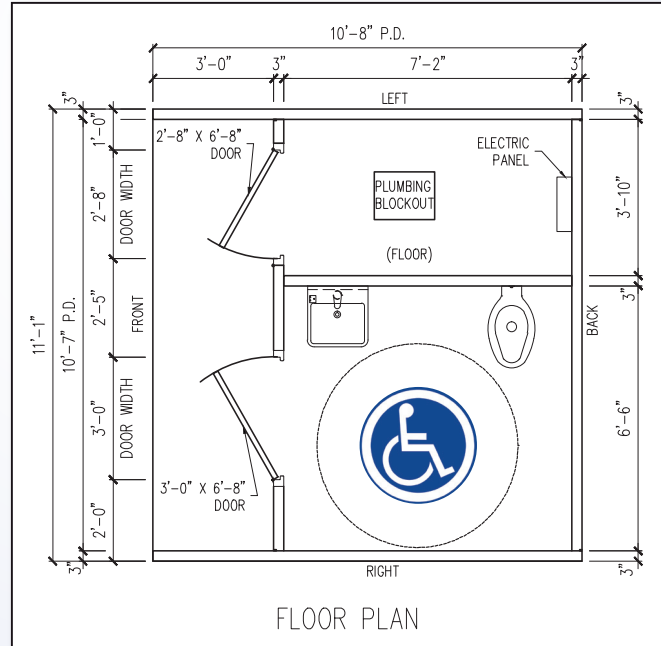


The Logan, a plumbed restroom with one individual unit, containing all stainless steel fixtures, a separate chase for housing mechanical, electrical equipment and storage for supplies. Unique industry-leading features include: easy to clean and sanitize wall-to-floor cove detail; post-tensioning system to add strength, shrinkage crack resistance and impermeability; stainless steel connector plates and window frames for corrosion resistance. Restroom meets or exceeds current codes.

Pre-Engineered • Minimal Site Preparation • Delivered To Site Ready To Use • Maintenance Free • Durable • Sustainable

Only Brand to Offer:

- Easy clean-out cove detail
- Patented post-tensioning system
- Stainless steel assembly connector plates
- Stainless steel window frame
- Monolithic roof and floor designs (multi-unit)



AVAILABLE OPTIONS:

- Wall Textures & Colors
- Factory Plumbed & Wired
- Choice of Pre-Installed Fixtures
- Hot Water Heaters • Water Fountains
- Room Heaters • Solar Package
- Anti-Graffiti Coating

MANUFACTURED throughout the USA & Canada by Licensed Producers
AVAILABLE LOCALLY FROM:





Infrastructure Precast, Inc.

Mailing Address: PO Box 27, Hartford, KY 42347
 Production Facility: 981 W 7th St, Beaver Dam, KY 42320
 Corporate Office: 552 St Rt 69 N, Hartford, KY 42347
 Office: (270) 363-2238 Web Site: icastinc.com
 sales@icastinc.com

Quote

| | |
|----------------|-----------|
| Date of Quote | Quote # |
| 3/5/2026 | 26-1553ES |
| Quote Version: | 1 |
| Plan Date: | n/a |

Andover Restroom
 Butler, Andover, KS

| Freight Loads | Valid | FOB | Rep | Item Code | Description | Quantity | Unit | Unit Price | Amount | |
|---------------|---------|---------|-----|-----------|--|----------|------|-------------|------------------|--------------------|
| 5 | 30 Days | Jobsite | | MTO | SP1- Logan Wet Prefabricated Restroom | 1 | EA | \$74,000.00 | \$74,000.00 | |
| | | | | MTO | SP2- Water Fountain/Bottle Filling Station | 1 | EA | \$4,000.00 | \$4,000.00 | |
| | | | | | | | | | Subtotal | \$78,000.00 |
| | | | | | | | | | Sales Tax | 0 |
| | | | | | | | | | Total | \$78,000.00 |



Price Includes:

Freight and installation on customer prepared crushed stone base.

Price Excludes:

Permits; testing; final field connections; insulation; plumbing and electrical drawings; gutters and downspouts; baby changing stations and anything not listed in the inclusions is excluded; key reading access control system. Price is based on customer having level compacted stone base installed per manufacturer's recommendations. Water pressure must be between 40PSI to 75PSI with a 1 1/2" diameter water pipe. Infrastructure Precast Inc. is not responsible for plumbing not functioning properly if previously stated PSI and water pipe diameters are not met. If water pressure is below 40PSI then a booster pump must be installed by others. If water pressure is greater than 75PSI then a pressure reduction valve must be installed by others. Infrastructure Precast Inc. is not responsible for flow adjustments to flush valves. Plumbing requires minimum 1.5" water lines and pressure to be 40-75 PSI. Contractor must provide level unobstructed area large enough for crane and tractor trailer to park adjacent to pad. Crane must be able to place outriggers within 3'-0" of edge of pad and truck and crane must be able to get side-by-side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor and trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.

Product Terms: Net 30 Days. Standard Terms & Conditions Apply.

A down payment of 50% is required prior to releasing to production.

Notes:

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Quote - Terms & Conditions

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(T&C Page 1 of 2)

Terms and Conditions: Infrastructure Precast, Inc.'s ("Manufacturer") standard terms, outlined below, apply to all quotes unless otherwise specified. Customer's purchase order is expressly limited to these terms and shall not include any additional or different terms stated or proposed by Customer. Amendment of these terms is only valid if confirmed in writing by Manufacturer. Customer's issuance of a purchase order or other acknowledgement of a sales order, and/or Customer's acceptance of delivery of materials, shall serve as a confirmation and acceptance of these terms. **Please reference the actual quote for project specific inclusions/exclusions.**

Typically Included (as noted on quote): Joint Sealant and Pipe Openings for Storm Structures. Joint Sealant, Exterior Joint Wrap, Manhole Steps, Manhole Boots or A-Lok Gaskets, Shaped Inverts (4' and 5' dia. manholes) for Sanitary Structures. Xypex and ConShield Admixtures, Shaped Inverts, MacWrap, Exterior Drops 4" – 12" SDR 35, Castings, Inflow Dishes, Chimney Seals included only if noted on quote.

Typically Excluded (unless otherwise noted on quote): Hatches, Ladders, Vent Pipes, Link Seals, Professional Engineering Stamps or Services, Shaped Inverts for Storm Structures, Shaped Inverts in structures larger than 5' Diameter, Grout Fillets, Grout to Drain, Manhole Steps in Storm Structures, Interior Linings (epoxy or cast-in), Exterior Coatings, Chimney Seals, Inflow Dishes, Special Additives such as ConShield, Electrical Openings, Special Attachments, Exterior Drops larger than 12", Exterior Drops using Pipe/Fittings other than SDR 35 or 26, Castings (excluded for distributors).

Delivery: Unless noted otherwise, prices include freight to the jobsite in truckload quantities, as close to the jobsite as can be reached by a fully loaded tractor trailer under its own power. Customer to offload materials with their own equipment and labor. Two hours per truck is allowed for unloading, we reserve the right to charge demurrage for delays at a rate of \$125.00 per hour per truck. Additional delivery fees may be added if the project quantities change, as freight costs may be embedded in material unit pricing. If freight costs are embedded in the unit pricing of the product, deliveries shall be in full truck load quantities. Partial truck quantities are subject to an additional freight charge. It is the responsibility of the customer to offload and handle products safely and within the parameters set forth by the manufacturer of lifting devices and in accordance and compliance with regulations. Risk of loss for materials passes to customer when each truck reaches the delivery site specified by customer. Deliveries cancelled within 48 hours of the confirmed delivery date are subject to a cancellation fee of \$300. Deliveries cancelled within 24 hours of the confirmed delivery date are subject to a cancellation fee of \$500. Optional offloading per load; Structures \$500, RCP \$100. Please confirm offloading availability.

Delays: It is understood that manufacturer shall not be liable for delay due to strikes, lockouts, embargoes, delays of carriers, damage during shipment, acts of God, pandemics, inability to secure labor or materials, restrictions imposed by governmental agency, and other delays beyond our control. If delivery of all or part of the products within the contract time is delayed or prevented by any of these issues, then manufacturer shall not be liable for any undelivered portion of this contract.

Takeoff Accuracy: The quantities on this quote should be checked and verified by the customer for accuracy. The quantities listed on this quote represent our interpretation of the customer-provided plans and specifications at the time of quoting and may not include all required materials. The customer should notify us as soon as possible should they find errors or omissions in the quote so that the quote can be corrected, as unit pricing may change if a significant change in scope is required. Customers are responsible for the accuracy of their own takeoffs. Customer should take extra precaution when placing an order to ensure the quote and order is complete and accurate.

Return Policy: Due to the custom nature of precast concrete structures, some products might not be returnable. Custom products, including structures with pipe openings might not be eligible for return, with the exception of headwalls and knockout boxes. If a product is deemed eligible for return, in our sole discretion, there will be a 20% restocking fee applied, plus the cost of transporting the product. Products will be inspected upon return for damage and cleanliness. Products must be in resalable condition to receive any credit. Products cannot be returned without a return material authorization form.

Submittals: Submittals will be provided for products and must be reviewed and approved by the customer prior to releasing the order for production and/or shipment/pickup. The length of time required for providing submittals can vary due to the size and complexity of the project, and the backlog of projects currently in the submittal preparation phase. Submittals are prepared by the engineering department and are reviewed by an engineering manager and professional engineer. Submittals relay to the customer our interpretation of the product requirements. If a submittal is rejected and significant changes found to be required including changes to the product size, shape, depth, thickness, reinforcing schedule, etc., we reserve the right to provide a revised quote for the product prior to proceeding with revisions to the submittal. It is the responsibility of the purchasing customer to ensure that the submittals are correct (not the reviewing authority or engineer). If products are manufactured according to the approved submittal, and the approved submittal is later found to be incorrect, the customer shall incur the cost for repair or replacement of the product. Customer should take extra precaution when approving a submittal, and should review the submittal with the project plans, specifications, addenda, field orders, change orders, contract documents etc. for accuracy and compliance.

Purchase Order: Customer must provide a Purchase Order for all purchases. Verbal Purchase Orders are acceptable.

Duration of Quote: Prices are based on acceptance of the entire attached quote within 30 days of the date of the quote, the approval of our submittals or production shop drawings by the engineer or customer, and acceptance of the customer's credit qualifications, unless otherwise noted. Requests for partial acceptance of this quote are reviewed on a case-by-case basis and may not be accepted. Projects lasting longer than 12 months are subject to a price escalation to compensate for material and labor price increases, up to 10% per year.

Lead Time: The lead time can vary significantly. All quoted lead times are subject to trucking availability at the time of production completion. Customer must provide the requested sequence of delivery for products and requested delivery dates at the time the order is placed. Customer revisions to this schedule might cause project delays because the manufacturer will produce products in the sequence provided and will attempt to meet the requested delivery dates as requested by the customer.

Completed Product Storage: Products should be delivered within 60 days after production completion. Products will be invoiced at 60 days after production completion, regardless of delivery status. Storage fees will begin at 60 days after production completion at a rate of 1.5% of the purchase price of the materials per month.



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| Plan Date: | n/a |

(T&C Page 2 of 2)

Damages and Back charges: Customer must sign packing slips at the time of delivery and must ensure that all items shown on the packing slip have been received in an acceptable condition. If a product arrives damaged the customer can reject it and refuse to offload the product. If the customer offloads the product, it is considered accepted and in good condition and cannot be claimed as damaged at a later date. Customer shall advise of any issues related to the quality of the products provided as soon as possible. If the customer finds that products have not been built in accordance with the approved submittals or if the quality of the product is not acceptable, the customer must provide the manufacturer a reasonable amount of time for onsite repair or replacement. The customer may offer to repair the product at their own cost. The customer may offer to repair the product with cost being paid by the manufacturer (back charge). All back charges must be pre-approved in writing to be considered. Unapproved and unauthorized back charges will not be considered or accepted.

Warranty Disclaimer: MANUFACTURER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY LABOR, INSTALLATION, REMOVAL, OR TRANSPORTATION COSTS, OR FOR ANY OF CUSTOMER'S LIQUIDATED DAMAGES, OR FOR INDIRECT OR CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS) IN CONNECTION WITH THE MATERIALS. MANUFACTURER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE MATERIALS.

Assignment: Customer may not assign its purchase order obligations without Manufacturer's prior written consent.

Forum/Choice of Law: This contract and any purchase orders shall be construed in accordance with the laws of the Commonwealth of Kentucky, except for claims which are required by law to be adjudicated pursuant to the law of another jurisdiction. The materials are manufactured in Ohio County, Kentucky. Customer agrees that the exclusive jurisdiction for any claims arising out of or relating to purchase orders shall be in the state courts with venue in Ohio County, Kentucky; provided, however, that Manufacturer may in its sole discretion bring claims in any jurisdiction in connection with obtaining a lien or enforcing its lien rights.

Attorney Fees and Legal Costs: In the event that litigation is initiated by either the Manufacturer or the Customer arising from the enforcement of these Terms and Conditions, the non-prevailing party shall be responsible for the payment of all reasonable attorney fees, court costs, and other legal expenses incurred by the prevailing party in connection with such litigation.

Cancellations/Revisions: Order cancellations after submittals have been provided to the customer (or are in preparation) are subject to fee equal to 10% of the cost of the custom products within the provided submittals. This fee is used to cover the direct cost of the engineering techs, engineering manager, and project manager in the preparation and oversight of delivering project specific custom submittals. If a purchase order is cancelled, customer shall pay for all work performed prior to written notice of termination (including work in progress), together with reasonable allowance for overhead and profit thereon, plus reimbursement for cancellation expenses, plus reimbursement for any materials specially ordered. Revisions to a project after submittals have been prepared (or are in preparation) may also be subject to a fee to cover the direct cost of the labor required to revise the submittals. Revisions will also add lead time, to review and revised submittals, and re-issue production drawings. If revisions are made to a custom product that has already been produced, the custom product will be invoiced, regardless of whether the customer takes delivery of the custom product. Disposal/demolition fees may also apply, up to 50% of the product cost. Manufacturer reserves the right to revise or withdraw this quote in its entirety after reviewing potential project revisions.

Taxes: Quote does not include any applicable state or local sales tax. Valid resale or tax-exempt certificate must be supplied for all non-taxable sales on a project specific basis. Blanket exemption certificates will not be accepted by customers other than governmental agencies.

Pay-When-Paid: "Pay-when-paid" is not permitted. Invoices are due within the terms set forth to the customer regardless of whether the customer has been paid for the product. Credit holds will be placed on accounts more than 60 days past due.

Retainage: Retainage is not permitted. If the customer withholds retainage, the retainage will be subject to monthly finance charges. Credit holds will be placed on accounts more than 60 days past due.

Credit Hold: Customer accounts will be placed on a credit hold if they have unpaid invoices that are 60 days or more overdue. The hold will remain until the account is made current. Production and deliveries will be halted until the hold is lifted. Customers with repetitive credit holds will have credit accounts revoked and will be required to prepay for products prior to beginning production.

Payment Terms: All payments are due within the terms set forth on the invoice. Invoices not paid within the terms are subject to a 1.5% finance charge per month. Customer shall be liable for all expenses, costs, and attorney fees incurred in the collection of any past due invoices.

Guarantor Required: These terms and conditions must be signed by an authorized signatory of Customer's business entity as well as a personal Guarantor. The refusal to provide the signature of both an authorized signatory and a personal Guarantor will result in a reduced line of credit and could result in Manufacturer refusing to extend credit thereby requiring pre-payment. In the event Customer, due to its corporate structure, cannot provide a personal guarantor's signature, Manufacturer will accept in lieu of a guarantor's signature a commercial letter of credit from Customer's bank in favor of Manufacturer.

Acceptance of Terms: Customer accepts all terms as set forth in the Terms and Conditions and on the quote without exception. **These terms and conditions cannot be altered, amended, or modified in any way without prior written approval by the manufacturer.**

Interpretation: These Terms and Conditions shall not be construed or interpreted against the Manufacturer as the drafter of this document. Both parties acknowledge that these Terms and Conditions have been reviewed and negotiated, and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.



To: Parks & Recreation Advisory Board
From: Daniel Schapaugh
Date: April 28, 2026
Subject: Cornerstone Park Site Furnishings and Placement

SUMMARY:

As discussed in previous PRAB meetings, one of the Capital Projects covered in the 2026 Park Improvement Fund budget is to add a restroom facility and associated amenities at the Cornerstone Neighborhood Park.

Complimentary to the restroom packages for PRAB to consider, are examples of additional bench seating at the restroom entry, pickleball court, etc. Several of the options include surfaces compatible with art or branding applications. These can be performed in-house with the Public Works Sign Shop, and in the product examples you can see some precedence for that practice.

FINANCIAL IMPLICATIONS:

Total project budget is \$300,000, this is to include the premade restroom and secondary scope of work addressing the utility extensions, site preparation, foundation, site furnishings, etc.

ATTACHMENTS:

[Cornerstone Park Proposed Amenity Layout](#)

[Noblewins Summary](#)




[Noblewins - Bathroom Facility \(Open Bench\)](#)

[Noblewins - Bathroom Facility \(Shaded Bench\)](#)

[Noblewins City of Andover, KS - Pickleball Court Seating](#)

Cornerstone Park Proposed Restroom: site placement and associated project amenities



-  Proposed restroom site with master planned approach
-  Proposed sidewalk extension
-  Potential bench locations



Fountain Hills, AZ



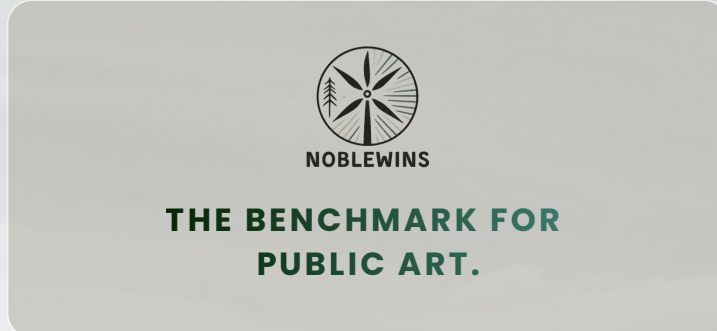
Girl Scouts of Northeast Ohio



Haltom City, TX



California Lutheran University



NOBLEWINS

THE BENCHMARK FOR PUBLIC ART.



Huntersville, NC



Sterling Heights, MI



Ambridge, PA



Gulf State Park (AL)



Hendersonville, NC

OUR STORY

Noblewins was founded with the intent to set the benchmark for public art. By repurposing a virtually indestructible waste stream, we're helping to solve a global problem while creating a standard that reshapes the landscape of public art.

Our success comes from solving a shared problem in an innovative way—our team created the scalable solution to transform thousands of discarded wind turbine blades into functional public art to be enjoyed across the United States.

Our products, by nature, bring durability and a creative outlet to our customers. We deliver our products PRIMED to give communities, parks, and schools the opportunity to create one of a kind public art, unique to their spaces.

We've mastered the transition from the sky to the street, ensuring that the same industrial-grade durability that once powered our communities now serves as a permanent anchor in them.

WHY NOBLEWINS

- **Lowest Total Cost** — No maintenance or replacements needed over 25+ years
- **No Assembly Required** — Delivered fully built and ready to install
- **Unquestionable Durability** — Built to withstand the harshest elements and heavy public use
- **Outperforms Traditional Options** — Outlasts 2-3 wood, metal, or concrete bench lifecycles
- **Public Art Ready** — Custom-painted options turn seating into lasting community art
- **Sustainable Choice** — Made from upcycled wind turbine blades with 97% recycled content

Call Us Today For A Quote

Direct: (440) 306-9006

Email: info@noblewins.com



City of Andover, KS
 1609 E Central Avenue
 Andover, KS 67002
 United States

Reference: 20260421-172550717
 Quote created: April 21, 2026
 Quote expires: May 21, 2026
 Quote created by: Harper Weiss

Daniel Schapaugh
 dschapaugh@andoverks.gov
 316-733-1303 ext 145


hweiss@noblewins.com
 +14403069011

Derek Sage
 dsage@andoverks.gov
 +13167331303 ext 458

Comments from Harper

Freight to be calculated at time of order.

Products & Services

| Image | Item & Description | Quantity | Unit Price | Total |
|---|--|----------|------------|------------|
|  | <p>Big Bend</p> <p>Bench comes primed and prepared for community artists to create their own custom mural design on-site.</p> | 1 | \$3,975.00 | \$3,975.00 |

One-time subtotal \$3,975.00

Total \$3,975.00

By signing this quote, you agree to Noblewins' [Terms & Conditions](#).

Signature

Signature

Date

Printed name

Questions? Contact me



Harper Weiss
hweiss@noblewins.com
+14403069011

Noblewins
15000 Madison Avenue
Floor 2
Lakewood OH 44107
United States



City of Andover, KS
1609 E Central Avenue
Andover, KS 67002
United States

Reference: 20260421-192119062
Quote created: April 21, 2026
Quote expires: May 21, 2026
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dschapaugh@andoverks.gov
316-733-1303 ext 145

hweiss@noblewins.com
+14403069011

Derek Sage
dsage@andoverks.gov
+13167331303 ext 458

Comments from Harper
Freight to be calculated at time of order.

Products & Services

| Image | Item & Description | Quantity | Unit Price | Total |
|---|---|----------|------------|------------|
|  | <p>Arch</p> <p>Bench comes primed and prepared for community artists to create their own custom mural design on-site.</p> | 1 | \$8,475.00 | \$8,475.00 |

One-time subtotal \$8,475.00

Total \$8,475.00

By signing this quote, you agree to Noblewins' [Terms & Conditions](#).

Signature

Signature

Date

Printed name

Questions? Contact me



Harper Weiss
hweiss@noblewins.com
+14403069011

Noblewins
15000 Madison Avenue
Floor 2
Lakewood OH 44107
United States



City of Andover, KS
 1609 E Central Avenue
 Andover, KS 67002
 United States

Reference: 20260421-193040998
 Quote created: April 21, 2026
 Quote expires: May 21, 2026
 Quote created by: Harper Weiss

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Derek Sage
 dsage@andoverks.gov
 +13167331303 ext 458

Comments from Harper

Freight to be calculated at time of order.

Products & Services

| Image | Item & Description | Quantity | Unit Price | Total |
|---|--|----------|-------------|-------------|
|  | <p>The Sideline Bundle</p> <p>Includes:</p> <p>Custom renders with your logo</p> <p>(4) Cuyahoga Signature Benches</p> <p>[\$4,475/ea]</p> <p>(10% Sideline Bundle discount applied below)</p> | 1 | \$17,900.00 | \$17,900.00 |

One-time subtotal \$17,900.00

Total \$17,900.00

By signing this quote, you agree to Noblewins' [Terms & Conditions](#).

Signature

Signature

Date

Printed name

Questions? Contact me



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United States