

Contract No. CN08-126
Bid/Proposal No.: N/A

AGREEMENT FOR MANHOLE/WETWELL REHABILITATION
(Piggyback Agreement pursuant to the Nassau County Purchasing Policy)

THIS AGREEMENT entered into this 13th day of August, 2008 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **CONCRETE CONSERVATION, INC.**, 9716 Florida Mining Blvd. West, Suite 2, Jacksonville, Florida 32257, (hereinafter referred to as "Company").

WHEREAS, the County needs to contract for the WW-4 Inflow/Infiltration Correction Program for Nassau-Amelia Utilities (NAU); and

WHEREAS, on June 3, 2008 the County received bids from eight (8) bidders in response to an Invitation to Bid (ITB) for WW-4 Inflow/Infiltration Correction Program, Bid No. NC08-013. DMS Environmental, Inc. was the apparent low bidder with a unit cost of \$179.00 per vertical foot; and

WHEREAS, during the evaluation of the bids the County learned of a solicitation, reference WCS-034-08, sent out by JEA of Jacksonville, a political subdivision of the State of Florida, which contains similar scope of services as that

contained in the County's ITB for WW-4 Inflow/Infiltration Correction Program for NAU; and

WHEREAS, the JEA Awards Committee awarded the Company the bid on April 3, 2008; and

WHEREAS, JEA of Jacksonville and Company entered into an agreement dated April 3, 2008 for Manhole/Wetwell Rehabilitation Unit Price Construction, contract #88990, (hereinafter referred to as "JEA Contract"; and

WHEREAS, the Nassau County Purchasing Policy allows piggybacking off of another county or municipal governmental entity for the same commodity or service; and

WHEREAS, the County through due diligence has reviewed for piggybacking the following: a review of the competitive bidding or proposal process used by JEA of Jacksonville, FL to ensure that it is, at the least, similar to that required by the County's purchasing policy; the invitation to bid or RFP; the number of responses submitted; the selected vendor's response; the resultant contract, purchasing agreement, purchase order, etc., as the county's purchase must be pursuant to identical terms; and

WHEREAS, the County has determined that it is in the best interest of Nassau County to reject the bids received in response to the ITB, Bid No. NC08-013, and to piggyback off of the JEA Contract because the JEA Contract provides similar

scope of services and lower unit prices, to wit: \$149.25 per vertical foot; and

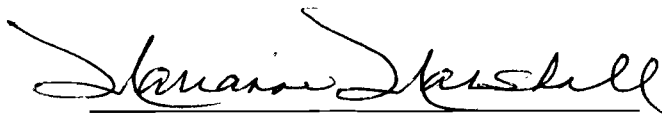
WHEREAS, the Company has issued a statement of willingness to honor for Nassau County the same prices under the same terms and conditions as indicated in the JEA Contract; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the JEA Contract, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein.
2. Notwithstanding any other provision of the piggyback contract to the contrary:
 - a. The term of this agreement will be one (1) year from the effective date of the agreement. The County may, at its sole discretion, offer a renewal option, subject to availability of lawfully appropriated funds. The renewal option is for a length of one (1) year, and may be exercised up to four (4) times.

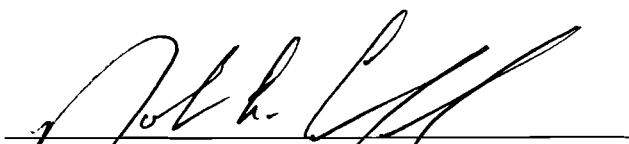
b. County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chair

ATTEST TO CHAIR'S SIGNATURE



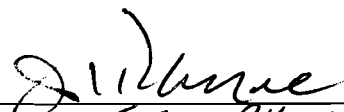
JOHN A. CRAWFORD
Its: Ex-Officio Clerk *EBK 10/6/08*

Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN

CONCRETE CONSERVATION, INC.


By: SIMS RHYDE
Its: TREASURER

STATE OF Florida
COUNTY OF Duval

Before me personally appeared,
J.S. Rhyde, who is personally known or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29th day of
September, 2008.



Notary Signature

Notary-Public-State of Florida at large
My Commission expires: 4-13-2012

