

**ADDENDUM FOR THE USE OF THE PIGGYBACK AGREEMENT
BETWEEN LEON COUNTY AND CXT CONCRETE BUILDINGS FOR
PREFABRICATED CONCRETE FLUSH TOILET BUILDINGS**

THIS AGREEMENT entered into this 15th day of August, 2012 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 CXT Concrete Buildings, (hereinafter referred to as "Supplier").

WHEREAS, the County desires to purchase prefabricated restroom facilities for the Melton Nelson Boat Ramp and Yulee Ball Park; and

WHEREAS, the County has learned that in July 2009, Leon County, Florida, a political subdivision of the State of Florida, received sealed competitive bids for prefabricated concrete toilet flush building, Bid No. BC-07-16-09-51; and

WHEREAS, Leon County and Supplier entered into an agreement dated September 23, 2009 for Pre-Fabricated Concrete Flush Toilet Buildings, Continuing Services, Bid No. BC-07-16-09-51 hereinafter referred to as "piggyback contract", authorized for use by other governmental agencies or political subdivisions; and

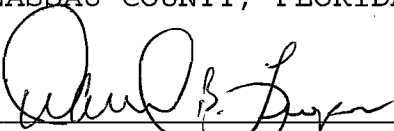
WHEREAS, the Nassau County Purchasing Policy allows piggybacking off of another county or municipal governmental entity for the same commodity or service; and

WHEREAS, the Supplier has provided a quote honoring for Nassau County the same prices under the same terms and conditions as indicated in the piggyback agreement; and

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

1. The Supplier shall honor for Nassau County the same prices under the same terms and conditions as indicated in the piggyback agreement, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein. Additional terms or conditions of sale whether submitted purposely or inadvertently, shall have no force or effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chair

ATTEST TO CHAIR'S SIGNATURE



John A. Crawford, Ex-Officio Clerk

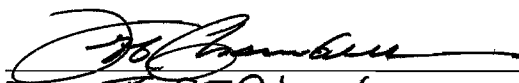
MES 08-22-12

Approved as to form by
County Attorney



David A. Hallman

CXT Concrete Buildings



By: Jeff Chambers
Its: Territory Sales Manager

Attachment "A"
Piggyback Agreement

Leon County and CXT, Inc.
Contract No. BC-07-16-09-51



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

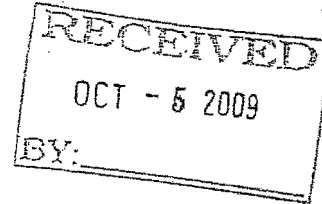
AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

September 30, 2009

Mr. Jeff Chambers
CXT, Concrete Buildings, Inc.
3808 N. Sullivan Road, Bldg 7
Spokane, Washington 99216



RE: Award: Pre-Fabricated Concrete Flush Toilet Buildings, Continuing Services
Bid Number: BC-07-16-09-51

Dear Mr. Chambers:

Please find enclosed your company copy of the fully executed agreement referenced above. Also, please take note that upon receipt of any additional required documentation and satisfaction of any other start-up requirements, the County Project Manager will provide you with a written Notice to Proceed giving further instruction on commencement of the project.

We appreciate your interest in serving the citizens of Leon County through these contractual services. If I or my staff can be of further assistance, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Roberts".

Keith M. Roberts
Purchasing Director

enclosure

AGREEMENT

THIS AGREEMENT dated this 8th day of September, 2009, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and CXT, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply in accordance with the plans and specifications for Leon County Bid# BC-07-16-09-51, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully setout herein, but only to the extent it is not inconsistent with the Agreement..

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The Agreement shall be for a period of three (3) years, commencing on October 1, 2009, and shall continue until September 30, 2012. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

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6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's

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insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The County shall pay for all necessary permits as required by law.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

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The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

12. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

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14. FINAL INSPECTION

The Contractor shall maintain all work in first-class condition until it has been completed as a whole and been accepted by Leon County. Upon seven (7) days notice from the Contractor of completion of this project, the Director of Engineering Services will set up a semi-final inspection with the Contractor, the Chief of Construction Management, the Chief of Engineering, the Project Engineer, and himself.

If, at the semi-final inspection, all construction provided for and contemplated by the Agreement is found completed to the County's satisfaction, such inspection shall constitute the final inspection. If, however, at any semi-final inspection any work is found unsatisfactory, in whole or in part, the Contractor shall be given the necessary instructions as to the replacement of material and performance or re-performance, of work necessary and prerequisite as to final completion and acceptance, and the Contractor forthwith shall comply and execute such instructions. When all materials have been furnished, all work performed and all construction contemplated by the Agreement satisfactorily completed, a written notice of final acceptance will be given to the Contractor.

15. GUARANTEE OF WORK

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance in writing by the Director of Parks & Recreation. No express warranty or guarantee contained herein shall in any way limit, avoid, displace, or modify any implied warranties or guarantees owed by the Contractor to the County.

If within the guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Director of Parks & Recreation is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, or inferior, or not in accordance with the terms of the Agreement, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

- a. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein.
- b. Make good all damage to the structure or site, or equipment or contents thereof, which in the opinion of the Director of Parks & Recreation is a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement.
- c. Make good any work or materials, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

In any case where, in fulfilling the requirements of the Agreement or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under Agreement, he shall restore such disturbed work to conditions satisfactory to the Director of Parks & Recreation and guarantee such restored work to the same extent as it was guaranteed under the original Agreement.

If the Contractor, after notice, fails to proceed within ten (10) working days to comply with the terms of the guarantee, the County may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

All special guarantees applicable to definite parts of the work which may be stipulated in the specifications or other papers forming a part of the Agreement shall be subject to the terms of this paragraph during the first two (2) years of the life of such special guarantee. The Contractor

AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY
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hereby understands and agrees that none of the guaranties or warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the County can bring an action in law or equity against the Contractor for breach of this Agreement. The Contractor further agrees that the limitations period for any action in law or equity which the County might bring against the Contractor for breach of this Agreement shall not begin to run until the time at which the breach is actually discovered by the County.

16. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

18. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

19. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

20. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

21. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

The remainder of this page intentionally left blank.

AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY
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WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS: [Signature] BY: K R J
WITNESS: [Signature] DATE: 9-16-09
Resident

(CORPORATE SEAL)

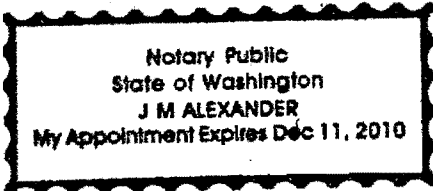
STATE OF Washington
COUNTY OF Spokane

The foregoing instrument was acknowledged before me this 16th day of Sept., 2009

By Kevin Harech - President of CXT Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a DELAWARE corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

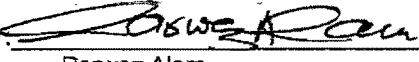


[Signature]
Signature of Notary
J. M. Alexander
Print, Type or Stamp Name of Notary
Inside Sales Manager
Title or Rank

Serial Number, if Any

AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY
BC-07-16-09-51

LEON COUNTY, FLORIDA

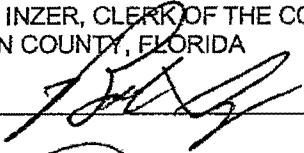
BY: 

Parwez Alam
County Administrator

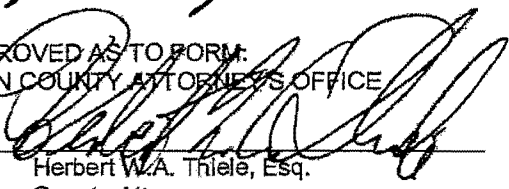
DATE: 9-23-09



ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: 

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE


By: 
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY PURCHASING DIVISION, BID TABULATION SHEET
 BC-07-16-09-51

Exhibit B
Page 1 of 1

Id: Pre-Fabricated Concrete Flush Toilet Buildings
 Opening: Thursday, July 16, 2009 at 2:00 PM

Item/Vendor	CXT, Inc.	Public Restroom Co.	
Manual Signature	yes	yes	
Tie Bid Statement	yes	yes	
Affidavit Immigration	yes	yes	
Non-Collusion	yes	yes	
Contractor Business	yes	yes	
Insurance certification	yes	yes	
Debarment	yes	yes	
Item #1	\$ 40,946.91	\$ 79,586.00	CORTEZ
Item #2	122,990.61	106,090.00	ARAPAHOE STORAGE
Item #3	126,075.15	213,414.00	ARAPAHOE
Item #4	114,089.16	141,259.00	MONTROSE
Item #5	121,223.03	142,950.00	MONTROSE SCREEN
Item #6	131,090.52	147,033.00	MONTROSE PORCH
Item #7	147,333.70	123,263.00	NOVAJO
Item #8	52,264.00	35,257.00	STORAGE SECTION
Item #9	188,167.42	184,998.00	MALIBU
Item #10	137,667.34	166,811.00	TAOS
Item #11	205,435.55	203,103.00	SANTIAGO
Item #12	50,883.65	8,430.00	PORCH SECTION
Item #13	207,114.03	208,475.00	POMONA
Item #14	213,199.71	244,765.00	CHEYENNE
Alternate A			
Alternate B			
No Bid Statement			

Tabulated By: 

 Joanne Jennings