

**ADDENDUM TO SOURCEWELL CONTRACT #081721-CXT AND CXT INCORPORATED'S  
PREFABRICATED RESTROOM ORDER FORM AND TERMS**

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires to purchase several prefabricated restrooms for public work projects in San Bernardino County, and

**WHEREAS**, a contract (Contract #081721-CXT) exists between Sourcewell, a State of Minnesota local government unit and service cooperative, and CXT Incorporated ("Contractor") for the provision of prefabricated restrooms to participating entities, and

**WHEREAS**, County desires to access Sourcewell Contract #081721-CXT and acquire prefabricated restrooms from Contractor subject to the terms found in Contract #081721-CXT (Attachment A) and Contractor's order form (Attachment B) with certain modifications made to various terms discussed below,

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**1. Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**2. Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**3. Invoicing and Payment**

Invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number stated on the invoice. No penalties, interest, or late fees shall be assessed before net ninety (90) days and shall be in the amounts listed in Contractor's order form submitted by County for each prefabricated restroom purchase.

**4. Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither party is required to submit a dispute, claim, question or disagreement to binding arbitration.

**5. Conflict with Existing Terms**

To the extent that any term contained in this addendum conflicts with a term contained in Sourcewell Contract #081721-CXT or Contractor's order form, the terms contained in this addendum shall prevail.


**ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

  
Pete Mendoza, Director of Purchasing

Dated: 04/11/24

CXT Incorporated  
(Print or type name of corporation, company, contractor, etc.)

By   
(Authorized signature - sign in blue ink)

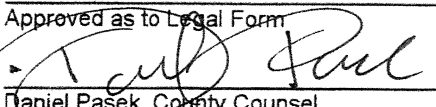
Name Brian Hall  
(Print or type name of person signing contract)

Title Commercial Operations MGR  
(Print or Type)

Dated: 4/11/2024

Address 606 N Pines Rd. Suite 202  
Spokane Valley, WA 99206

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
  
Daniel Pasek, County Counsel  
Date 4/15/24

Reviewed for Contract Compliance  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
\_\_\_\_\_  
Date \_\_\_\_\_

**ATTACHMENT A**

**SOURCEWELL CONTRACT #081721-CXT**

**ATTACHMENT B**

**CXT INCORPORATED'S PREFABRICATED RESTROOM ORDER FORM AND TERMS**