

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO SALES PROPOSAL DATED AUGUST 5, 2020

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and MARATHON FITNESS (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted the SALES PROPOSAL DATED AUGUST 5, 2020 (hereinafter the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Services.** Contractor shall provide the Goods and Services as described in the attached Exhibit A and in accordance with the requirements of Buy Board Contract #583-19 both documents incorporated by reference.

2. **Time for Performance.** The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County, to be scheduled at a time that is mutually agreeable between the Parties but without reasonable delay.

3. **Compensation.** Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services for Service provided is the amount certified as available by the County Auditor. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

4. **Insurance.** Prior to commencement of Service, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days’ prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services.
 - A. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved

to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- i. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5. **Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR**

OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.


6. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
7. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
9. **Conflict.** In the event of conflict, this Addendum shall prevail first, then Buy Board Contract 583-19 and last Exhibit A.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN

TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

FORT BEND COUNTY

MARATHON FITNESS

KP George, County Judge



Authorized Agent- Signature

Paul Croegaert

Authorized Agent- Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

9-29-2020

Date

Reviewed:

James D. Knight
Facilities Director

Exhibit A: SALES PROPOSAL DATED AUGUST 5, 2020

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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Exhibit A:

SALES PROPOSAL DATED AUGUST 5, 2020



Marathon Fitness

Fitness Center Specialists

www.MarathonFitness.com
 P.O. Box 17705
 Sugar Land, TX 77496
 Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Aug 5, 2020	Page Page 1 of 2
Proposal Number QT0023853	

Printed On 8/26/2020
 At 4:01:09PM

Bill To:

Fort Bend County
 Fort Bend County Gus George Academy
 1521 Eugene Heimann Cir
 Richmond, TX 77469

Ship To:

MISSOURI CITY COMMUNITY ROOM
 MISSOURI CITY, TX 77489

Salesperson		Proposal Valid Until		Terms	
Clint Cooper		10/4/2020		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
3	TRM 631-S	Precor TRM 631 Treadmill - 120v - P30 Console (Tungsten Shroud/Silver Frame) Optional TRM 661 Treadmill: \$5316.50 each	\$ 5,495.00	3,846.50	11,539.50
1	EFX 635-S	Precor 635 EFX - Dual action w/Adjustable Crossramp -P30 Console (Tungsten Shroud/Silver Frame) Optional EFX 665 Elliptical: \$5666.50 each	\$ 5,995.00	4,196.50	4,196.50
1	AMT 835-S NP	Precor 835 AMT- Adaptive Motion Trainer with Open Stride - P31 Console (Tungsten Shroud/Silver Frame)	\$ 9,295.00	6,506.50	6,506.50
2	RBK 635-S	Precor 635 RBK Recumbent Bike, P30 Console (Tungsten Shroud/Silver Frame) Optional RBK 665 Recumbent Bike: \$3426.50 each	\$ 2,895.00	1,991.50	3,983.00
2	SBK 843	Precor: Shift SPIN Bike, Belt Driven (Model: 843)	\$ 2,095.00	1,466.50	2,933.00
1	9-5285-10G-LCD	StairMaster 10 Series Gauntlet w/LCD Screen, 120V Requires minimum 10' Ceiling	\$ 9,999.00	6,999.30	6,999.30
1	AR-3GL	Xebex Fitness Rower 3.0	\$ 1,195.00	895.00	895.00
1	CT-MLPS	Inflight Multi Leg Press/Calf Raise, 200 lb weight stack-WITH SHROUDS	\$ 3,245.00	2,531.10	2,531.10
2	HVY	Inflight Heavy Stack - 50 LBS (add heavy stacks to all 200lbstack CT Line Units and 150lb Stack FT1000 up to 300lbs) Will add an additional 100lbs to Leg Press	\$ 150.00	117.00	234.00

Quotation continued on next page ...





Marathon Fitness

Fitness Center Specialists

www.MarathonFitness.com
 P.O. Box 17705
 Sugar Land, TX 77496
 Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

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 At 4:01:09PM

Bill To:

Fort Bend County
 Fort Bend County Gus George Academy
 1521 Eugene Heimann Cir
 Richmond, TX 77469

Ship To:

MISSOURI CITY COMMUNITY ROOM
 MISSOURI CITY, TX 77489

Salesperson		Proposal Valid Until		Terms	
Clint Cooper		10/4/2020		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	CT-MECS	Inflight Multi Leg Ext/Leg Curl, 200 lb weight stack - WITHSHROUDS	\$ 2,945.00	2,297.10	2,297.10
1	CT-MLAS	Inflight Multi Lat/Arm, 200 lb weight stack - WITH SHROUDS	\$ 2,945.00	2,297.10	2,297.10
1	CT-MPSS	Inflight Multi Press, 200 lb weight stack - WITH SHROUDS	\$ 2,945.00	2,297.10	2,297.10
1	MC7206	Handy Clean SS Floor Receptacle with NRT	\$ 375.00	300.00	300.00
1	MC7090	Health E-Wipes - 1000 Disinfectant Wipes/Roll (4 Rolls/Case)	\$ 175.00	140.00	140.00
1	FREIGHT	Freight	\$ 0.00	3,625.00	3,625.00
1	EQUIP INSTALL	Equipment Installation	\$ 0.00	2,010.00	2,010.00
	BUY BOARD	BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym.Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

Subtotal	52,784.20
Sales Tax 0.00%	0.00

Total	52,784.20
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I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ PO# _____

Printed Name: _____ Title: _____

DELIVERY INSTRUCTIONS:

Must arrive by ___ / ___ / _____ Loading Dock: Yes ___ No ___

