

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO A-ROCKET MOVING & STORAGE, INC.'S AGREEMENT
Pursuant to BuyBoard Contract #738-24

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and A-Rocket Moving & Storage, Inc., ("A-Rocket"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted two estimates from A-Rocket, both dated October 30, 2024, (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified moving and transport services concerning election equipment and associated items at 700 Industrial Road and 4520 Reading Road (the "Services"); and

WHEREAS, County desires that A-Rocket provide Services as will be more specifically described in this Agreement; and

WHEREAS, A-Rocket represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize BuyBoard Contract #738-24, which is incorporated fully by reference for purposes, for the purchase of the Services; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, A-Rocket will render Services to County as described in Exhibit A, and in accordance with the requirements and specifications of BuyBoard Contract #738-24. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. A-Rocket may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which

appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** A-Rocket clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-Four Thousand, Six Hundred Forty dollars and 00/100 (\$54,640.00), specifically allocated to fully discharge any and all liabilities County may incur. A-Rocket does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that A-Rocket may become entitled to and the total maximum sum that County may become liable to pay to A-Rocket shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Four Thousand, Six Hundred Forty dollars and 00/100 (\$54,640.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** A-Rocket expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by A-Rocket shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless A-Rocket for any reason are hereby deleted. A-Rocket shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of A-Rocket, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of A-Rocket or any of A-Rocket's agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by A-Rocket in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, A-Rocket hereby verifies that A-Rocket and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, A-Rocket does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, A-Rocket does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, A-Rocket does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, A-ROCKET 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.
11. **Use of Customer Name.** A-Rocket may use County's name without County's prior written consent only in any of A-Rocket's customer lists, any other use must be approved in advance by County.
12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of BuyBoard Contract #738-24, then the terms and conditions of BuyBoard Contract #738-24 controls to the extent of the conflict.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **Personnel.** A-Rocket represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that A-Rocket shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of A-Rocket shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A-Rocket or agent of A-Rocket who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on County property, A-Rocket shall comply with, and ensure that all A-Rocket Personnel comply with, all rules, regulations and policies of County that are communicated to A-Rocket, such as building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

17. **Compliance with Laws.** A-Rocket shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, A-Rocket shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. **Confidential Information.** A-Rocket acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by A-Rocket or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by A-Rocket shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by A-Rocket) publicly known or is contained in a publicly available document; (b) is rightfully in A-Rocket's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of A-Rocket who can be shown to have had no access to the Confidential Information.

A-Rocket agrees to hold Confidential Information in strict confidence, using at least the same degree of care that A-Rocket uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. A-Rocket shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, A-Rocket shall advise County immediately in the event A-Rocket learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and A-Rocket will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or A-Rocket against any such person. A-Rocket agrees that, except as directed by County, A-Rocket will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, A-Rocket will promptly turn over to County all documents, papers, and other matter in A-Rocket's possession which embody Confidential Information.

A-Rocket acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity,

ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. A-Rocket acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

A-Rocket in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

19. **Independent Contractor.** In the performance of work or services hereunder, A-Rocket 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 A-Rocket or, where permitted, of its subcontractors. A-Rocket 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.

20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

21. **Insurance.**

A. Prior to commencement of the Services, A-Rocket 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. A-Rocket shall provide certified copies of insurance endorsements and/or policies if requested by County. A-Rocket 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-Rocket 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. 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.
3. 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.

4. 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 A-Rocket shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, A-Rocket 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. A-Rocket 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 A-Rocket.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

A-ROCKET MOVING & STORAGE, INC.

KP George, County Judge

Authorized Agent - Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date 11.19.2024

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

Exhibit A: A-Rocket's Estimates, dated October 30, 2024

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Exhibit A



Make your next move an A-Rocket move!

A-Rocket Moving & Storage, Inc.

3401 Corder Street

Houston, TX 77021

Jade Woods, Project Manager

713.748.6024



Estimate

October 30, 2024

Fort Bend County Elections

4520 Reading Rd.

Richmond, TX 77469

BuyBoard Contract #738-24

700 INDUSTRIAL ROAD MOVE

Thank you for allowing A-Rocket Moving & Storage the opportunity to provide pricing to transport voting equipment, supplies, furniture, contents, shelving, computer and misc

Line No.	Description	Unit Price	HR/YT	Line Total
1	700 Industrial Rd Move - Election Move including Materials	\$ 26,848.00	40	\$ 26,848.00

TOTAL \$ 26,848.00

THANK YOU FOR YOUR BUSINESS!

ACCEPTANCE BY CLIENT SIGNATURE _____ DATE _____

Liability

A-Rocket's liability for loss or damage cargo is limited to sixty cents (\$0.60) per pound per article. Such liability is at no cost to you and is based strictly on the weight of the item if damaged. Full Value Protection can be purchased through A-Rocket at a rate of \$9.50 per \$1K valuation and is based upon the value of the item if damaged.

Payment: The firm bid quote fees are due upon completion of move. Acceptable forms of payment are Pro Card, cash, certified check (include TDI, DOB and phone number on front of check), money order, major credit card (3.5% fee).

Req 243519



Make your next move an A-Rocket move!

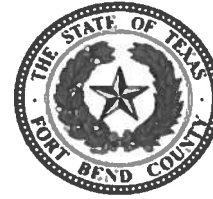
A-Rocket Moving & Storage, Inc.

3401 Corder Street

Houston, TX 77021

Jade Woods, Project Manager

713.748.6024



Estimate

October 30, 2024

Fort Bend County Elections

4520 Reading Rd.

Richmond, TX 77469

BuyBoard Contract #738-24

4520 READING RD PROJECT

Thank you for allowing A-Rocket Moving & Storage the opportunity to provide pricing to transport voting equipment, supplies, furniture, contents, shelving, computer and misc

Line No.	Description	Unit Price	HR/QYT	Line Total
1	4520 Reading Rd - Election Move including Materials	\$ 27,792.00	36 \$	27,792.00
TOTAL \$				27,792.00

THANK YOU FOR YOUR BUSINESS!

ACCEPTANCE BY CLIENT SIGNATURE _____ DATE _____

Liability

A-Rocket's liability for loss or damage cargo is limited to sixty cents (\$.60) per pound per article. Such liability is at no cost to you and is based strictly on the weight of the item if damaged. Full Value Protection can be purchased through A-Rocket at a rate of \$9.50 per \$1K valuation and is based upon the value of the item if damaged.

Payment: The firm bid quote fees are due upon completion of move. Acceptable forms of payment are Pro Card, cash, certified check (include TDI, DOB and phone number on front of check), money order, major credit card (3.5% fee).