

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**ADDENDUM TO COCHRUM ENTERPRISES LLC DBA TRAILER PLACE'S QUOTE**

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, acting herein by and through its Purchasing Agent, according to Texas Local Government Code § 262.011(d), ("COUNTY") and Cochrum Enterprises, LLC d/b/a Trailer Place ("Vendor"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Trailer Place's Quote #102138, (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase and installation of a mechanic service truck bed; and

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

1. **Scope of Service.** Vendor shall provide to County parts and installation of a mechanic service truck bed as described in Vendor's Quote, attached as Exhibit A and incorporated by reference.
2. **Cooperative Purchasing.** Vendor shall provide product and/or services in accordance with The Interlocal Purchasing System (TIPS) RFP 240902 for Transportation Vehicle Parts and Services, which is incorporated fully by reference.
3. **Payment; Non-appropriation.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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.
4. **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. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Vendor 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-Seven Thousand Two Hundred Eighty-Five and 00/100 dollars (\$57,285.00), specifically allocated to fully discharge any and all liabilities County may incur. Vendor does further understand and agree, said understanding and agreement also

being of the absolute essence of this Agreement, that the total maximum compensation that Vendor may become entitled to and the total maximum sum that County may become liable to pay to Vendor shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Seven Thousand Two Hundred Eighty-Five and 00/100 dollars (\$57,285.00). In no event will the amount paid by the County for all product and/or services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Confidential Information.** Vendor 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 Vendor 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 are not proprietary or confidential information.
7. **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 Vendor for any reason are hereby deleted.
8. **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 Vendor in any way associated with the Agreement.
9. **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, Vendor hereby verifies that Vendor 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, Vendor 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, Vendor 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, Vendor 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.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, VENDOR 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.
12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls.
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. **Compliance with Laws.** Vendor 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, Vendor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
17. **Termination.** County may terminate this Agreement at any time upon thirty (30) days written notice. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Vendor.
18. **Independent Contractor.** In the performance of work or services hereunder, Vendor 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 Vendor or, where permitted, of its subcontractors. Vendor 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.
19. **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.

(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.

**FORT BEND COUNTY**

**COCHRUM ENTERPRISES, LLC D/B/A  
TRAILOR PLACE**

\_\_\_\_\_  
KP George,  
County Judge

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

George Silva Jr  
\_\_\_\_\_  
Authorized Agent- Printed Name

Operations Manager  
\_\_\_\_\_  
Title

9/11/25  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 57,285.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: Vendor's Quote #102138

# Exhibit A

# Trailer Place / Star Truck Equipment

2507 County Rd 231  
Wharton, TX 77488 US  
(979) 453-1745  
jon.cochrum@trailerplace.com  
www.trailerplace.com



## Estimate

ADDRESS  
Russel Hurta  
Fort Bend County  
PO BOX 148  
Richmond, TX 77406

ESTIMATE 102138  
DATE 07/10/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Truck Bed Sales	CM CMG STEEL SERVIC BODY 60 CA DRW WITH MASTERLOCKING SYSTEM	3	11,550.00	34,650.00
	Parts - Retail	MAXON LIFTGATE C2-54-1342 TP38	3	3,250.00	9,750.00
	Installation	INSTALLATION	48	150.00	7,200.00
	Parts - Retail	CTECH DRAWER UNIT FOR CMG 60CADRW 110/94 3 inch 3 inch 3 inch 4 inch 5 inch 6 inch FREIGHT INCLUDED	3	1,895.00	5,685.00

-----  
SUBTOTAL 57,285.00

TAX 0.00

-----  
TOTAL **\$57,285.00**

Accepted By

Accepted Date

\*After 7 working days, all deleted truck beds will accrue storage charges at the rate of \$10/day.