

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM TO CRAFTCO TEXAS INC'S QUOTE
(Sourcewell Master Agreement No. 050625-CFC)**

THIS ADDENDUM is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, on behalf of the Road and Bridge Department, and CrafcO Texas, Inc ("CrafcO"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as "parties").

WHEREAS, the County desires that CrafcO provide products and/or services for Fort Bend County in accordance with the CrafcO's Quote Number BBBQ71661-01 (hereinafter the "Quote") dated September 5, 2025 attached hereto as Exhibit "A," subject to the changes herein, and in accordance with the Sourcewell Master Agreement No. 050625-CFC, incorporated by reference herein; and

WHEREAS, CrafcO represents that it is qualified and desires to provide such products and/or services; and

WHEREAS, the parties wish to utilize the Sourcewell Master Agreement No. 050625-CFC – for Roadway Maintenance Equipment, which is incorporated fully by reference only, for the purchase of the specified products and/or services; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is pursuant to a Cooperative Purchasing Program in accordance with Chapter 271 of the Texas Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the following changes are incorporated as if a part of the original 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 the changes herein, CrafcO shall provide products and/or services for Fort Bend County in accordance with the Quote, attached hereto as Exhibit "A, and in accordance with the Sourcewell Master Agreement No. 050625-CFC, both of which are incorporated herein by reference.
3. **Compensation and Payment.** CrafcO's fees shall be calculated at the rates set forth in the attached Exhibit A. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Time of Performance.** The Agreement shall be effective upon execution by County. The time for performance under this Agreement shall begin with receipt of the Notice to Proceed. CrafcO shall provide the specified products to County as described in the attached Exhibit "A."
5. **Taxes.** 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.
6. **Limit of Appropriation.** CrafcO 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 One Hundred Two Thousand, Three Hundred Eight and 40/100 dollars (\$102,308.40), specifically allocated to fully discharge any and all liabilities County may incur. CrafcO does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CrafcO may become entitled to and the total maximum sum that County may become liable to pay to CrafcO shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Two Thousand, Three Hundred Eight and 40/100 dollars (\$102,308.40).
7. **Non-appropriation.** 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.
8. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
9. **Confidential Information.** CrafcO 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 CrafcO 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.
10. **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 CrafcO for any reason are hereby deleted.

11. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Crafcu in any way associated with the Agreement.

12. **Arbitration.** 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.

13. Applicable and Governing Law.

- a. 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 the 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.
- b. As required by Chapter 2271, Government Code, Crafcu verifies that if Crafcu employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Crafcu hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
- c. By signature below, Crafcu represents pursuant to Section 2252.152 of the Texas Government Code, that Crafcu 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.

14. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CRAFTCO 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.

15. **Conflict.** All terms and conditions of the Agreement not modified herein remain in full force and effect. In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and Sourcewell Master Agreement No. 050625-CFC, the Sourcewell Master Agreement shall control to the extent of the conflict.

16. **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.

17. **Electronic and Digital Signatures.** The parties to this Agreement agree that the 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.

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

CRAFCO TEXAS, INC

KP George, County Judge



Authorized Agent - Signature

Date

Gary Johnson

Authorized Agent- Printed Name


Senior Vice President & General Manager

Title

11/18/2025

Date

REVIEWED:



Scott Wieghat,
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 102,308.40 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Crafco Quote BBBQ71661-01
(dated 9/5/2025)



**SOURCEWELL CONTRACT
#050625-CFC**

BBBQ71661-01

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 9/5/2025
Expiration Date 12/31/2025

Quote To: Account Code: **Ship To:** Account Code:

FORT BEND COUNTY ROAD & BRIDGE -

201-PAYNE LANE
CRABB, TX 77469
US

Phone:
Fax:
Email:

Project Title: Fort Bend - SS250DC - Russell

Start Date:
Effective Dates: 3/12/2025 TO 12/31/2025
Terms: NET 30
F.O.B.: PPD- ADD FREIGHT

Ship Via: Truck/Common Carrier
Sales Group: SRC- SOURCEWELL
Quoted By: Roger Sparks
Sales Office: TX3- Roger Sparks

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: FORT BEND COUNTY ROAD & BRIDGE - CRABB **Quote Number** BBBQ71661-01
Project Title: Fort Bend - SS250DC - Russell **Date** 09-05-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47900N-SRC	SUPERSHOT 250D W/100 CFM COMPRESSOR	EA	1	\$94,050.0000	\$94,050.0000
6008224	Freight From Arizona	ea	1	\$1,600.0000	\$1,600.0000
SUGGESTED OPTIONS					
20014-SRC	3" PINTLE HITCH	EA	1	\$126.4000	\$126.4000
24227-SRC	SEVEN PIN FLAT BLADE CONNECTOR	EA	1	\$0.0000	\$0.0000
20140-SRC	28" HITCH EXTENSION	EA	1	\$572.0000	\$572.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	1	\$312.0000	\$312.0000
26060-SRC	20# FIRE EXT. W/COVER (MUST ORDER 26061 TO MOUNT)	EA	1	\$380.0000	\$380.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	\$84.0000	\$84.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$58.0000	\$116.0000
43549-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	1	\$548.0000	\$548.0000
48120S-SRC	ENGINE COVER ASSY YANMAR INSULATED	EA	1	\$2,800.0000	\$2,800.0000
38700N-SRC	DRIVER ALERT SYSTEM, COMPLETE KIT	EA	1	\$780.0000	\$780.0000
24086-SRC	LOCKABLE BATTERY BOX	EA	1	\$236.0000	\$236.0000
24190K-SRC	SUPERSHOT/EZ OVERNIGHT HEATER 110V W/ US PLUG	EA	2	\$352.0000	\$704.0000

Customer: FORT BEND COUNTY ROAD & BRIDGE - CRABB

Quote Number BBBQ71661-01

Project Title: Fort Bend - SS250DC - Russell

Date 09-05-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
				Sales Tax	\$0.00
				Shipping	\$0.00
				Contract Total	\$102,308.4000

COMMENTS:

Free training and 2 year warrenty upon delivery.
FOB Chandler, AZ
Please call or email all orders to Customer Service at:
210-496-2070 or SCTX11@crafco.com
6-8 week lead time

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy

RETURN POLICY

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.