

3. **Compensation and Payment.** ASCO'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. ASCO 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.** ASCO 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 Six Hundred Fourteen Thousand Four Hundred Eighty and 38/100 dollars (\$614,480.38), specifically allocated to fully discharge any and all liabilities County may incur. ASCO does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ASCO may become entitled to and the total maximum sum that County may become liable to pay to ASCO shall not under any conditions, circumstances, or interpretations thereof exceed Six Hundred Fourteen Thousand Four Hundred Eighty and 38/100 dollars (\$614,480.38).
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. **Confidential Information.** ASCO 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 ASCO 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.
9. **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 ASCO for any reason are hereby deleted.

10. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by ASCO in any way associated with the Agreement.
11. **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.
12. **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, ASCO verifies that if ASCO employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, ASCO hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
 - c. By signature below, ASCO represents pursuant to Section 2252.152 of the Texas Government Code, that ASCO 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.
13. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ASCO 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.
14. **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.
15. **Performance Warranty.** ASCO warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.
16. **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 BuyBoard Contract No. 788-25, the BuyBoard Contract shall control to the extent of the conflict.
17. **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.

18. 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.

19. 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.

[EXECUTION PAGE FOLLOWS]

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

ASSOCIATED SUPPLY COMPANY, INC.

KP George, County Judge

Timothy Gates
Authorized Agent - Signature

Date

Timothy Gates
Authorized Agent- Printed Name

ATTEST:

Government Sales Manager
Title

Laura Richard, County Clerk

12/02/2025
Date

REVIEWED:

Scott Wiegat
Scott Wiegat,
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 614,480.38 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2026 agreements\road & bridge\asco equipment (26-r&b-100287)\agreement for purchase of excavator (kcj - 11.19.2025)

EXHIBIT A

(Follows Behind)

