

ADDENDUM

This Addendum shall amend, supplement, modify, delete and replace by substitution (or where applicable, be inserted as) the indicated provisions of the agreement entered into between _____ (“Customer”) and _____ (“Vendor”). This Addendum, the agreement between Customer and Vendor, the procurement solicitation, if any, issued by Customer or cooperative (RFP#: _____), and Vendor’s proposal submitted in response to the procurement solicitation, if any, contain the entire agreement of the parties relative to the purpose(s) of the Addendum and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Addendum. In the event of a conflict among the terms and conditions of these agreements, the following priority shall be given: (1) this Addendum; (2) the contract/agreement; (3) any procurement solicitation; and (4) Vendor’s proposal submitted in response to any procurement solicitation. This Addendum supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Addendum.

Vendor is required to maintain Commercial General Liability Insurance in the amounts of \$1 million per occurrence and \$2 million aggregate and Texas Workman’s Compensation and General Liability Insurance, as legally required. Vendor is required to provide Customer with copies of certificates of insurance.

All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Invoices must be submitted on a weekly basis and include sufficient back-up documentation to support the good(s) and/or service(s) detailed on the invoice. Texas Government Code § 2251.021 shall govern when payments are due to Vendor by Customer. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Customer not later than the tenth (10th) day after the date Customer receives the payment from Customer. The exceptions to payments made by Customer and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Addendum.

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on public works projects. Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Addendum.

Any arbitration provision included in any of the agreements that comprise the entire agreement between the parties is null and void. The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. The mandatory, exclusive jurisdiction for any dispute under this Agreement is in the state and federal courts located in **Houston, Harris County, Texas**.

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Customer under this Addendum, including, but not limited to, payroll and timesheet records for all workers, as well as backup substantiating charges for supplies, tools, materials and equipment usage or rentals. Vendor shall also retain copies of certifications and licenses for all workers designated as “certified.” These records and accounts shall be retained by Vendor and made available for audit by Customer for a period of not less than five (5) years from the date of completion of the services, receipt of the goods, or the date of the receipt by Customer of Vendor’s final invoice or claim for payment in connection with this Addendum, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

Customer, upon written notice, shall have the right to audit all of Vendor’s records and accounts relating to this Addendum. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Customer in connection with Vendor’s work and shall be open to inspection and subject to audit and/or reproduction by Customer, its authorized representative(s), or other governmental entities, including, without limitation, FEMA.

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Customer for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Additionally, any work performed by subcontractors shall be billed and documented at the same rates and manner as if the work was performed directly by Vendor.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Executed this _____ day of _____, 20____.

Customer:

By: _____

Name: _____

Title: _____

Vendor:

By: _____

Name: _____

Title: _____