

**ADDENDUM TO PURCHASE ORDER
AND FULL AND FINAL SETTLEMENT, CONFIDENTIALITY
AND INDEMNITY AGREEMENT AND RELEASE**

THIS ADDENDUM TO THE ATTACHED PURCHASE ORDER AND FULL AND FINAL SETTLEMENT, CONFIDENTIALITY AND INDEMNITY AGREEMENT AND RELEASE ("Addendum") is entered into on the date of the attached Purchase Order ("Effective Date"), between the **CITY OF HOUSTON, TEXAS ("City")**, a home-rule municipality of the State of Texas and **Houston Modular Installation, Inc. (HMI)**, with its principal offices at 6245 Brookhill Drive #9 Houston, Texas 77087 ("Vendor"). The City and Vendor are referred to collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, during the period from October 1, 2020 to June 30, 2021 the Vendor provided monthly storage services ("Services"); and

WHEREAS, the Services are those covered by Vendor invoice numbers 2877E, then monthly thereafter; and

WHEREAS, there is uncertainty and disagreement concerning the existence and extent of the City's liability, if any, to Vendor regarding payment for the Services (the "Dispute"); and

WHEREAS, to avoid the expense, inconvenience, and uncertainty of litigation, the Parties wish to compromise and settle the matters in dispute between them with respect to the Dispute, or in any way related to the Services; and

WHEREAS, the Parties do not wish or intend this Addendum to be an admission by any of them concerning any matter whatsoever;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. RELEASE AND DISCHARGE. IN CONSIDERATION OF THE PAYMENTS AND OTHER CONSIDERATION DESCRIBED BELOW IN SECTION 3, AND UPON FULL COMPLIANCE OF THE ITEMS DESCRIBED IN SECTION 3, THE PARTIES HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE EACH OTHER AND THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, PARENT COMPANIES (IF ANY), SUBSIDIARIES, AFFILIATED COMPANIES, REPRESENTATIVES, TRUSTEES, SERVANTS, AGENTS, ATTORNEYS, INSURERS, PAST AND PRESENT OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AND OTHER OWNERS (DIRECT AND INDIRECT) FROM ANY AND ALL PAST, PRESENT, OR FUTURE CLAIMS, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, RIGHTS, DAMAGES, LIENS, COSTS, LOSSES OF SERVICES, EXPENSES, AND COMPENSATION OF ANY NATURE WHATSOEVER, WHETHER BASED IN TORT, CONTRACT OR OTHER THEORY OF RECOVERY, AND WHETHER FOR COMPENSATION OR PUNITIVE DAMAGES, KNOWN OR UNKNOWN, IN ANY WAY ARISING OUT OF,**

RELATING TO, OR TOUCHING UPON THE DISPUTE OR RELATED CLAIMS REGARDLESS OF WHETHER SUCH CLAIMS WERE CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY OF HOUSTON, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES, THAT HAVE ACCRUED TO THE PARTIES FROM THE BEGINNING OF THE WORLD TO THE EFFECTIVE DATE OF THIS AGREEMENT. VENDOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO THE DISPUTE OR PAYMENTS ALLEGEDLY DUE UNDER ANY CONTRACT RELATED TO THE DISPUTE. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

2. **INDEMNITY.** IN CONSIDERATION OF THE PAYMENTS AND OTHER CONSIDERATION DESCRIBED BELOW IN SECTION 3, VENDOR DOES, FOR AND ON BEHALF OF ITSELF, ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, SHAREHOLDERS, MEMBERS, ATTORNEYS, AGENTS, SERVANTS, EMPLOYEES, ALL AFFILIATED PERSONS AND ENTITIES, SUCCESSORS AND ASSIGNS, HEREBY AGREE TO **DEFEND, INDEMNIFY AND HOLD HARMLESS** THE CITY OF HOUSTON, TEXAS, ITS ELECTED AND APPOINTED OFFICIALS, ITS AGENTS, SERVANTS, EMPLOYEES, ATTORNEYS, SUCCESSORS AND ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, FINES, PENALTIES, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEY'S FEES, AND CAUSES OF ACTION, KNOWN OR UNKNOWN, AT LAW OR IN EQUITY, IN CONTRACT, IN TORT, UNDER STATE AND FEDERAL STATUTES OR PURSUANT TO CITY'S CHARTER OR THE TEXAS OR UNITED STATES CONSTITUTIONS, OR THE ACTUAL OR ALLEGED STRICT CONSTITUTIONAL OR STATUTORY LIABILITY OF HOUSTON, ARISING OUT OF, RELATING TO, OR TOUCHING UPON ANY CLAIMS WHICH MAY HAVE BEEN BROUGHT OR WHICH COULD HAVE BEEN BROUGHT BY ANY PERSON CLAIMING BY, THROUGH, OR UNDER THE VENDOR ARISING FROM OR RELATING TO THE DISPUTE, THE CONTRACT, OR RELATED CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS WERE CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY OF HOUSTON, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.

3. **Settlement Terms / Payment.**

- 3.1 Subject to the provisions of this section, the City agrees to pay to Vendor the total sum of **Nine Thousand Dollars and Zero Cents (\$9,000.00)** in full and final settlement of any and all claims that Vendor had, has, or may have in the future, whether known or unknown, against the City arising out of, touching upon or in any way related to the Dispute or the Services. Vendor further acknowledges that the payment described in this Addendum and Purchase Order represents the full amount to which it is entitled from the City. Upon payment by the City of the amount as provided for in this section, any and all obligations of the City to make any and all payments to, for, or on behalf of Vendor will forever cease.

- 3.2 This Agreement is expressly conditioned upon the approval by the City, which requires completion of all of the following:

- 3.2.1 Approval of this Addendum by both the Vendor and the City; and
- 3.2.2 Issuance of the attached Purchase Order by the City.

Nothing herein requires the City to complete any of the steps described above and if any of the steps is not completed in the sole discretion of the City, this Addendum shall not be binding on any Party.

4. **NO ASSIGNMENT.** EACH PARTY HEREBY REPRESENTS THAT IT HAS NOT ASSIGNED TO ANY PERSON, CORPORATION, OR ENTITY ANY CLAIMS OR CAUSES OF ACTION, AT LAW OR IN EQUITY, KNOWN OR UNKNOWN, WHICH IT MAY HAVE, OR MAY HAVE HAD AGAINST THE OTHER PARTY IN ANY WAY ARISING OUT OF, RELATING TO, OR TOUCHING UPON THE DISPUTE OR ANY DISPUTED CLAIMS. EACH PARTY AGREES THAT NEITHER THIS AGREEMENT NOR ANY INTEREST HEREIN MAY BE ASSIGNED TO ANY OTHER PERSON, CORPORATION OR ENTITY. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS NOT COMMENCED ANY SUIT OR OTHER LEGAL ACTION AGAINST THE OTHER PARTY.
5. **Confidentiality.** Contractor agrees the terms and conditions ("Confidential Information") of this Agreement (but not the existence of the Agreement) shall be confidential and will not be disclosed to any third party except: (1) to financial advisors or institutions and taxing entities as required by law to do so; (2) if legally obligated (by interrogatory, subpoena, court order, request for information or documents, or similar means) to disclose Confidential Information, in which case Contractor will use reasonable efforts to provide the City with prompt written notice so that it may seek a protective order or other remedy; or (3) if necessary to effectuate the terms of this Agreement. Notwithstanding anything to the contrary stated herein, the Parties acknowledge that the City is subject to the Texas Public Information Act (Tex. Gov't Code Chapter 552) ("TPIA"). In the event a request for disclosure is made under the TPIA, the Parties agree that the City is not required to give notice to Vendor.
6. **Not an Admission of Liability.** It is agreed and understood that both Parties represent and warrant that this Agreement and the payments detailed herein are being made as a final compromise and settlement of a disputed claim, and such payments are not to be construed as an admission of liability of any fact on the part of the Parties, or anyone else, in this or any other proceeding. Each Party expressly denies any liability, fault, or wrongdoing.
7. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
8. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.
9. **Entire Agreement.** This Agreement embodies the entire contract between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be

amended only by an instrument in writing executed jointly by a duly authorized officer or agent of each of the parties. The terms of this instrument are contractual and not mere recitals, and the undersigned specifically represent that the contents and the effects hereof are fully and completely agreed to and understood.

10. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
11. **Interpretation.** This Agreement shall not be construed against or unfavorably to any Party because of such's Party's involvement in the preparation or drafting of this Agreement.
12. **Headings.** The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof.
13. **Disclaimer of Reliance.** Each Party expressly warrants and represents that no promise or agreement which is not herein expressed has been made to it in executing this Agreement, and that no Party is relying on any statement or representation of any agent of the Party being released hereby. Each Party is relying upon its own judgement and each Party has been represented by counsel of its choosing. Each Party's counsel has read and explained to it its entire contents of the Agreement in full, as well as the legal consequences of executing this Agreement.
14. **Signatures.** The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

VENDOR:

Houston Modular Installation, Inc.

Signature: Robert Garza

Printed Name: Robert Garza

Title: President

Date: 11/9/2020

CITY:

CITY OF HOUSTON, TEXAS

Signature: Jerry Adams

Printed Name: Jerry Adams

Title: Chief Procurement Officer

Date: 11/18/2020



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

PURCHASE ORDER

Vendor Address
Vendor Address Number 140809
HOUSTON MODULAR INSTALLATION INC
6245 BROOKHILL
HOUSTON TX 77087
USA

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
P.O. Box 1562
HOUSTON TX 77251-1562

Information
Purchase Order Number/Date 4500336885-0 / 11/19/2020
CoH Vendor Number 140809
Page 1 of 1
Buyer's Name Clarence Moton 454
Buyer's Telephone Number 832-394-6212
Buyer's Fax Number
Buyer's E-mail Address clarence.moton@houstontx.gov

**CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS**

Shipping Address HOUSING & COMMUNITY DEVELOPMENT
PROCUREMENT SERVICES
2100 TRAVIS, 9TH FLOOR
HOUSTON TX 77002
USA

Terms of payment : Pay net 30 w/o deduction Currency USD

Shipping Terms FOB(Free on board) /DESTINATION

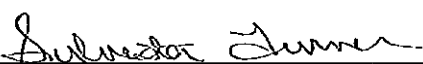
Your person responsible: STEVEN PEREZ

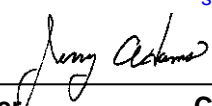
Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU	96246 INSTALLATION & REMOV Houston Resource Center Storage Procurement request for funding in the amount of \$9000.00 to pay for the storage cost of workstations that were removed from closed Houston Resource Centers that were located at 6464 Savoy and 13101 Northwest Freeway. The workstations are stored by Houston Modular Installation	9,000.00 / AU	9,000.00
Gross Price			9,000.00 USD 1 AU	1.000	9,000.00
Expected value of unplanned services:			9,000.00		
Delivery Date: 11/20/2020					
Total ****				USD	9,000.00

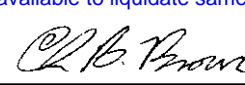
The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

 Mayor

 Chief Procurement Officer

 Controller



PROCUREMENT REQUEST FORM



Note: The Procurement Request form is to solicit quotes through an informal (Small Purchase) bid process for purchasing transactions \$100,000 or less using Federal Funds (2 CFR 200.318) and \$3,000 to 49,0000 using non-Federal funds (COH AP 5-8, Executive Order 1.14).
Signature of this document is still required.

*** Required Fields [must be completed]**

Description of Purchase *	Houston Modular Installation	PD Division: *	Compliance *
Deadline Date of Request: *	11/11/2020	Purchase Type: *	Service Under < *
Requester Name: *	Sonya Parker	Created:	11/6/2020
Requester Phone Number: *	832.394.6286		

Brief Description of Scope of Work for Goods/Services:

Procurement request for funding in the amount of \$9000.00 to pay for the storage cost of workstations that were removed from closed Houston Resource Centers that were located at 6464 Savoy and 13101 Northwest Freeway. The workstations are stored by Houston Modular Installation.

Funding Source(s): Operations and Compliance

Note: Please allow a minimum of three (3) days for bid responses.

FINANCE USE ONLY	PROCUREMENT USE ONLY
Fund Number: 5030	Status: Pending
Funding Source: DR-Harvey	Purchase Order No#:
Cost Center: 3200030002	Name of Vendor:
G/L Account: 522430	Date Processed:
Business Area: 3200	Date Received:
Internal Order: AP3200077-19	Total Amount:
BFY: FY-2021	Procurement Staff:
Grant: 32000077-2019	Priority:
Funds Reservation: n/a	Notify Department: Procurement
Funds Approval Mgr: Mary Owens	Notify Department: Finance

Justification of Need for Goods/Services

Funding request to pay for the storage cost for the storage of workstations.

Procurement Notes:

Requestors Signature: DocuSigned by: Sonya Parker 11/6/2020 Date: 8C8EAB03717340E...	Supervising Manager (Purchase under \$5,000) Manager: DocuSigned by: Roxanne Lawson 11/9/2020 Date: 930354BE0E8C486...
Buyer's Signature: DocuSigned by: Clarence Moton 11/12/2020 Date: 0B7BC14D648B498...	Funds Approval Signature: DocuSigned by: Mary Owens 11/17/2020 Date: 5F0B53CAAC0E46E...
Procurement DPU Signature: DocuSigned by: Tyanana Rhone 11/17/2020 Date: A3F8AADA2C604F9...	(Purchase over \$5,000) CFO Signature: _____ Date: _____
(Purchase over \$5,000) Assistant or Deputy Director: DocuSigned by: Keith W. Bynam 11/9/2020 Date: 69AB087638E6490...	Director Signature (Only Consultant Services) Director or Designee: _____ Date: _____

Attachments

[Click here to attach a file](#)