



5. **Limit of Appropriation.** KOMMERCIAL KITCHENS's fees shall be calculated at the rates set forth in the Quote attached Exhibit A. KOMMERCIAL KITCHENS 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 Sixty-two thousand, five hundred eighty-two and 00/100 cents (\$62,582.00), specifically allocated to fully discharge any and all liabilities County may incur. KOMMERCIAL KITCHENS does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that KOMMERCIAL KITCHENS may become entitled to and the total maximum sum that County may become liable to pay to KOMMERCIAL KITCHENS shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-two thousand, five hundred eighty-two and 00/100 cents (\$62,582.00).
6. **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.
7. **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.
8. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
9. **Confidential Information.** KOMMERCIAL KITCHENS 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 KOMMERCIAL KITCHENS 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.
10. **Performance Warranty.** KOMMERCIAL KITCHENS warrants to County that KOMMERCIAL KITCHENS has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the area and KOMMERCIAL KITCHENS will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
11. **Indemnity.** KOMMERCIAL KITCHENS shall Indemnify and defend county against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of KOMMERCIAL KITCHENS, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of KOMMERCIAL KITCHENS or any of KOMMERCIAL KITCHENS's agents, servants or employees.

12. **Applicable Law.** 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.
13. **Certain State Law and County Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code. By signature below, KOMMERCIAL KITCHENS verifies KOMMERCIAL KITCHENS does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code §2252.152 Acknowledgment. By signature below, KOMMERCIAL KITCHENS represents pursuant to Section 2252.152 of the Texas Government Code, that KOMMERCIAL KITCHENS 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. **Conflict.** In the event there is a conflict between this Addendum and the Exhibit(s), this Addendum controls to the extent of the conflict.
15. **Human Trafficking.** By signature below, KOMMERCIAL KITCHENS 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.

*[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 exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**TERRY WOODARD ENTERPRISES,  
INC., dba KOMMERCIAL KITCHENS**

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

  
Authorized Agent - Signature

\_\_\_\_\_  
Date

Jay Odom  
Authorized Agent – Printed Name

ATTEST:

General Manager  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

05/13/2022  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 62,582.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

Exhibit A: Quote

# EXHIBIT A

# KOMMERCIAL KITCHENS

FOOD SERVICE EQUIPMENT & SUPPLY  
www.KommericalKitchens.com  
800-962-1555

# Quote

03/22/2022

2510 I-10  
Beaumont, TX 77703

Ph: (409) 769-1199  
Fax: (409) 769-8800

**To:**  
Fort Bend County  
Melissa Stavinoha  
281.341.8648 (Contact)

**Project:**  
Fort Bend County - Groen EE-80  
Electric Kettles

**From:**  
Kommercial Kitchens  
Jay Odom  
2510 IH 10  
Beaumont, TX 77703  
409-769-1199  
(409)769-1199 (Contact)

Project Code: 9715

COD Accounts: Special order items will require a 50% down-payment for single piece equipment orders, and a 30% down-payment for multiple piece orders.

**\*\*Buyboard Pricing\*\***  
Contract number 598-19 Renewal 2

Item	Qty	Description	Sell	Sell Total
<b>PRICING INCLUDES ALL FREIGHT CHARGES, WITH A DELIVERY FEE LISTED BELOW.</b> <b>FINAL CONNECTIONS AND INSTALLATION TO BE COMPLETED BY OTHERS.</b>				
1	2 ea	<b>KETTLE, ELECTRIC, STATIONARY</b> Groen Model No. EE-80 Kettle, electric, 80-gallon capacity, 2/3 jacket, 316 stainless steel liner, insulated & sheathed, open tri-leg base, stainless steel construction, 2" TDO, 1/4" perforated strainer & power aid cover, bullet feet, 30 PSI	\$28,256.00	\$56,512.00
	2 ea	(1) year parts & labor, (10) year hemisphere warranty, standard		
	2 ea	Start-up Program, included at customer's request (See start-up request form document)		
	2 ea	(153255) 480v/60/3-ph, 36.0kW, 44.0 amps	\$906.00	\$1,812.00
	2 ea	2" Tangent draw-off (TDO), standard		
	2 ea	119374 Adjustable Flanged Foot, for stationary kettles	\$529.00	\$1,058.00
	2 ea	Prison Package, for 2" TDO, contact factory for lead time phone 888-994-7636	\$1,475.00	\$2,950.00
			<b>ITEM TOTAL:</b>	<b>\$62,332.00</b>
2	1 ea	<b>DELIVERY</b> Kommercial Kitchens Model No. DELIVERY Price for delivery, uncrate, and set in place of (2) each Groen EE-80 kettles.	\$250.00	\$250.00

\*\*\*MUST HAVE 42" WIDE CLEARANCES FROM POINT OF ENTRY TO

Fort Bend County - Groen EE-80 Electric  
Kettles

Fort Bend County

Initial: \_\_\_\_\_  
Page 1 of 2

Item	Qty	Description	Sell	Sell Total
		FINAL LOCATION OF KETTLE***		
		All final connections and installation to be completed by others.		
			<b>ITEM TOTAL:</b>	<b>\$250.00</b>
			Subtotal	\$62,582.00
			Total	\$62,582.00

Prices Good Until: 04/30/2022

By signing below customer agrees to all items as quoted above. This includes all utilities and sizes of equipment. Kommerical Kitchens will not be responsible for incorrect utilities, sizing issues, code violations, or operational flow. Customer is to initial each page, sign, and date at the bottom of the page to process order. Customer must also sign any related shop drawings. If customer is unable for any reason to accept delivery of the equipment after being notified by Kommerical Kitchens that the equipment is ready to be delivered, then customer agrees to pay Kommerical Kitchens such reasonable storage, transportation, handling and related fees and expenses, in addition to the Project Grand total, for Kommerical Kitchens to hold the equipment for customer until customer is ready to take delivery.

TACLA00110307E

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, [www.tdlr.texas.gov](http://www.tdlr.texas.gov)

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$62,582.00