

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO COOK'S DIRECT INC.'S AGREEMENT
Pursuant to Sourcewell Contract #063022-COK

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Cook's Direct Inc., ("Cook's Direct"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Cook's Direct's Quote, dated June 25, 2024 (Project Code: 25764) (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of a specified tray washer, tray dryer, electric kettles, installation services, and associated services (collectively the "Services"); and

WHEREAS, County desires that Cook's Direct provide Services as will be more specifically described in this Agreement; and

WHEREAS, Cook's Direct represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize Sourcwell Contract #063022-COK, incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, Cook's Direct will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of Sourcewell Contract #063022-COK. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Cook's Direct including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Cook's Direct may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Cook's Direct, County shall notify Cook's Direct no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30)

calendar days. 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. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

3. **Limit of Appropriation.** Cook's Direct 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 Eighty-Four Thousand, One Hundred Fifty-Nine dollars and 90/100 (\$184,159.90), specifically allocated to fully discharge any and all liabilities County may incur. Cook's Direct does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Cook's Direct may become entitled to and the total maximum sum that County may become liable to pay to Cook's Direct shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Eighty-Four Thousand, One Hundred Fifty-Nine dollars and 90/100 (\$184,159.90). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
4. **Public Information Act and Open Meetings Act.** Cook's Direct 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 Cook's Direct 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 and this Addendum are not proprietary or confidential information.

Cook's Direct expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

5. **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 Cook's Direct for any reason are hereby deleted. Cook's Direct 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 Cook's Direct, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Cook's Direct or any of Cook's Direct's agents, servants or employees.

6. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by Cook's Direct in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Cook's Direct hereby verifies that Cook's Direct and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cook's Direct does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cook's Direct does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cook's Direct does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

8. **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.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, COOK'S DIRECT 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.
10. **Use of Customer Name.** Cook's Direct may use County's name without County's prior written consent only in any of Cook's Direct's customer lists, any other use must be approved in advance by County.
11. **Performance Warranty.** Cook's Direct warrants to County that Cook's Direct has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Cook's Direct 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.
- Cook's Direct 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, and in accordance with the specifications and requirements of Sourcwell Contract #063022-COK.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of Sourcwell Contract #063022-COK, then the terms and conditions of Sourcwell Contract #063022-COK controls to the extent of the conflict.
13. **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.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any 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.

16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

17. **Assignment and Delegation.**

17.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2. Neither party may delegate any performance under this Agreement.

17.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

17.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

18. **Successors and Assigns.** County and Cook's Direct bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

19. **Personnel.** Cook's Direct represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Cook's Direct shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Cook's Direct shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Cook's Direct or agent of Cook's Direct who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Cook's Direct shall comply with, and ensure that all Cook's Direct Personnel comply with, all rules, regulations and policies of County that are communicated to Cook's Direct, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction

of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

20. **Compliance with Laws.** Cook's Direct shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Cook's Direct shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
21. **Confidential Information.** Cook's Direct acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Cook's Direct or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Cook's Direct shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Cook's Direct) publicly known or is contained in a publicly available document; (b) is rightfully in Cook's Direct's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Cook's Direct who can be shown to have had no access to the Confidential Information.

Cook's Direct agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Cook's Direct uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Cook's Direct shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Cook's Direct shall advise County immediately in the event Cook's Direct learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Cook's Direct will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Cook's Direct against any such person. Cook's Direct agrees that, except as directed by County, Cook's Direct will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Cook's Direct will promptly turn

over to County all documents, papers, and other matter in Cook's Direct's possession which embody Confidential Information.

Cook's Direct acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Cook's Direct acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Cook's Direct in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. **Independent Contractor.** In the performance of work or services hereunder, Cook's Direct shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Cook's Direct or, where permitted, of its subcontractors. Cook's Direct and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
24. **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.
25. **Insurance.**
 - A. Prior to commencement of the Services, Cook's Direct shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Cook's Direct shall provide certified copies of insurance endorsements and/or policies if requested by County. Cook's Direct shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Cook's Direct shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Cook's Direct shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Cook's Direct warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Cook's Direct shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Cook's Direct.

(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 attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

COOK'S DIRECT INC.

KP George, County Judge

Teri Teclaw

Authorized Agent – Signature

Date

Teri Teclaw

Authorized Agent- Printed Name

ATTEST:

Contracts Manager

Title

Laura Richard, County Clerk

06-28-2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 184159.90 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Cook's Direct's Quote, dated June 25, 2024 (Project Code: 25764)

Exhibit A

Project:

Fort Bend Co Sheriff- Kettles and
Tray Washer
1410 Williams Way Blvd
Richmond, TX 77469

From:

Cook's Direct
Grant Hall
27725 Diehl Rd.
Warrenville, IL 60555
800-956-5571
630-948-5771 (Contact)

Project Code: 25764

Job Reference Number: 77469-3V

SOURCEWELL CONTRACT# 063022-COK

Item	Qty	Description	Sell	Sell Total
1	1 ea	TRAY WASHER	\$63,285.21	\$63,285.21
		 Insinger Model No. TRAC 878 RPW Trac Tray Washer, high temp. sanitizing, triple tank with prewash, approximately 878 trays/hour capacity, automatic tank fill, stainless steel frame, legs & feet, electric immersion or steam injector tank heat, tray unload table Dimensions 69(h) x 130(w) x 27(d)		
	1 ea	SureFire® start-up & check-out service, standard		
	1 ea	Left to right operation		
	1 ea	Electric immersion tank heat, 16 kw		
	1 ea	480v/60/3-ph, 29.5 amps		
	1 ea	Electric booster heater, 24 kw, 40 degree rise	\$4,929.72	\$4,929.72
	1 ea	Contact factory for voltage/amp loads		
	1 ea	Security package, tray washer	\$7,096.75	\$7,096.75
	1 ea	Stainless steel panels all sides	\$1,226.11	\$1,226.11
	9 ea	Security package with undermesh requires panels all sides (per foot)	\$205.41	\$1,848.69
	1 ea	Cook's UTILITY VERIFICATION		
		Please Initial one of the following options:		
		Utilities are Correct as Specified: _____		
		Utilities are Correct as Noted Below: _____		

		Weight: 1100 lbs total		
		ITEM TOTAL:	\$78,386.48	

Item	Qty	Description	Sell	Sell Total
2	1 ea	TRAY DRYER  Insinger Model No. TD 321-3 Tray Dryer, top mounted NEMA 12 control panel, unique air wiper design, stainless steel frame, legs & feet, 10 HP (blower) & 1/15 HP (conveyor)	\$18,301.47	\$18,301.47
	1 ea	SureFire® start-up & check-out service, standard		
	1 ea	460v/60/3-ph, 14.1 amps		
	1 ea	Security package	\$2,772.97	\$2,772.97
	1 ea	Cook's UTILITY VERIFICATION		
		Please Initial one of the following options:		
		Utilities are Correct as Specified: _____		
		Utilities are Correct as Noted Below: _____		

		Weight: 700 lbs total		
			ITEM TOTAL:	\$21,074.44
3	1 ea	SERVICES: INSTALLATION / TRAINING SERVICES Custom Model No. INSIDE DELIVERY/ DISPOSAL Day 1 remove existing units and unload. Day 2 Deliver and set in place new units. extra time due to jail security receive, uncrate, prep, and load unit	\$11,212.50	\$11,212.50
			ITEM TOTAL:	\$11,212.50
4	1 ea	INSTALLATION Insinger Model No. INSTALLATION COMPLEMENTARY SERVICES PERFORMED BY INSINGER MACHINE WITH FACTORY INSTALLATION PURCHASE: o To ensure proper machine fitment, the customer may request a site-survey or design review from an Insinger authorized representative should there be outstanding questions or concerns regarding utilities, drain lines, water pressure or inlets, ventilation, flooring, electrical connections, or installation. o Insinger Machine offers free technical support beyond warranty timeline and will assist in troubleshooting any issues. Customers are encouraged to call in and speak with our technical experts at 800-344-4802, between the hours of 8:00am to 5:00pm, Monday through Friday. In the case of emergency, after hours support is available by contacting our service manager via (800) 344-4802 and pressing option 5.	\$14,375.00	\$14,375.00

Item	Qty	Description	Sell	Sell Total
		- o Insinger Machine will provide 'Surefire Start-Up' and testing of new Insinger warewashing equipment/system at the completion of the "installation" (before leaving end-user facility). - o Insinger Machine will extend the standard twelve-month warranty to eighteen months (24 months for K-12 schools) with the purchase of installation. The eighteen-month warranty against manufacturing defects shall begin on the completion date of installation. (Note: the six-month warranty extension does not apply to correctional facilities). - o Insinger will provide complete demonstration of new Insinger warewashing equipment/system to end-user as well as preventative maintenance training to engineering personnel as requested. PROJECT REQUIREMENTS PRIOR TO INSTALLATION: - o The end-user will supply and guarantee that all utility and ventilation connections are within three (3) feet of the connection points on the new Insinger warewashing equipment. - o The end-user will provide all necessary power to operate new Insinger warewashing equipment/system(s), including but not limited to separate electrical breaker boxes and electrical service for each component; dish/tray/pot washer, blower-dryer unit, and booster heater (*if part of project scope). - o The end-user will allow and supply all electricity for Insinger factory-authorized representative(s) and their tools such as welding torches, grinders, drills, hammers, and screwdrivers, saws, etc. - o The end-user is responsible for all necessary municipal, federal, state, health dept., and related trade or professional licenses, permits, and approvals required to complete installation listed above. - o Photos of installation site must be supplied four weeks prior to installation date by end-user. - o All field dimensions must be verified to confirm Insinger equipment will fit through doorways/entrances and intended space. This is required to perform project and is non-negotiable. INSTALLATION SCOPE: - o Insinger factory-authorized representative(s) will set in place (1) new Insinger TRAC 878 W/TD of stainless steel construction in footprint noted in blueprint for dish room. - o Insinger factory-authorized representative(s) will complete all connections (electric, plumbing) to (1) new Insinger dishwasher,		

Item	Qty	Description	Sell	Sell Total
		level unit, and adjust stainless steel tubular legs with cross-bracing and feet. o Insinger factory-authorized representative(s) will mount and connect facility control panel wiring and power supply to new Insinger equipment. o Insinger factory-authorized representative(s) will connect and set in place, provide (1) time adjustment to water temperature, water pressure, and electrical supply to booster on the installation date. o Insinger factory-authorized representative(s) will record all water pressure, water temperature, electrical voltage/amperage, Insinger serial numbers, and related information on new Insinger equipment to begin manufacturer's one (1) year warranty against manufacturing defects. o Insinger factory-authorized representative(s) will place new Insinger warewashing equipment beneath existing duct cowls and connection points (if necessary), but will not modify, tape, adjust, or move any ventilation, HVAC, duct work, or related systems/connections/pieces. o Insinger factory-authorized representative(s) will procure and arrive with all necessary plumbing, electrical, water, or additional fittings and/or supplies required for installation. The price quoted will include the purchase of equipment rentals, fittings, wiring, plumbing supplies, etc. o The end-user/customer will allow the use of hand tools (i.e. hammers, mechanical tools such as wrenches, grinders, drills, etc.) and the movement of additional installation supplies inside and outside of the facility. o The end-user will allow Insinger factory-authorized representative(s) to travel on/inside facility with vehicles, tool bags, tool boxes, tools, operating supplies (electrical, plumbing, mechanical), and related installation equipment to complete project.		
			ITEM TOTAL:	\$14,375.00

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1 ea **KETTLE, ELECTRIC, STATIONARY**

\$32,016.60

\$32,016.60



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

Dimensions 44(h) x 44.13(w) x 44.75(d)

1 ea (1) year parts & labor, (10) year hemisphere warranty, standard

1 ea (153255) 480v/60/3-ph, 36.0kW, 44.0 amps

\$1,543.96

\$1,543.96

1 ea 2" Tangent draw-off (TDO), standard

Free freight

Item	Qty	Description	Sell	Sell Total
Lead Time: 5-6 weeks				
	1 ea	Cook's UTILITY VERIFICATION		
Please Initial one of the following options:				
Utilities are Correct as Specified: _____				
Utilities are Correct as Noted Below: _____				

Weight: 860 lbs total				
			ITEM TOTAL:	\$33,560.56
6	1 ea	KETTLE, ELECTRIC, STATIONARY	\$18,575.92	\$18,575.92
				
Groen Model No. EE-40				
Kettle, electric, 40-gallon capacity, 2/3 jacket, 316 stainless steel liner, insulated & sheathed, open tri-leg base, stainless steel construction, 2" TDO, 1/4" perforated strainer & hinged cover, bullet feet, 30 PSI				
Dimensions 37(h) x 38.13(w) x 43.75(d)				
1 ea (1) year parts & labor, (10) year hemisphere warranty, standard				
1 ea 208v/60/3-ph, 21.6kW, 60.0 amps, std.				
1 ea 2" Tangent draw-off (TDO), standard				
Free freight				
Lead Time: 4-5 weeks				
	1 ea	Cook's UTILITY VERIFICATION		
Please Initial one of the following options:				
Utilities are Correct as Specified: _____				
Utilities are Correct as Noted Below: _____				

Weight: 510 lbs total				
			ITEM TOTAL:	\$18,575.92
7	1 ea	INSTALLATION	\$3,180.00	\$3,180.00
Custom Model No. INSTALLATION				
Intallation of Kettles by Armstrong repair.				
Armstong Repair will:				
-Receive equipment				

Item	Qty	Description	Sell	Sell Total
		-Uncrate equipment		
		-Deliver Equipment		
		-Install Equipment		
		-Remove old units and place on back dock		
		-Units will not be bolted to the floor per customer request		
		-Existing faucets are separate from the kettles and will not be involved in installation		
		-Power cords are to be removed from old units and installed on new units		
		-Start up		
			ITEM TOTAL:	\$3,180.00
			Merchandise	\$180,364.90
			Freight	\$3,795.00
			Total	\$184,159.90

We can not deliver on a flat bed truck. Prison needs to have 2 pallet jacks (one on each end) to bring off the truck. The driver should have 1 pallet jack on his truck. Or, check and see if the prison has a J Bar to remove the unit from the truck.

Quote Approval

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:

Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:

To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address

Contact Name:

Phone Number:

Receiving Hours:

Receiving Dock Onsite (Y/N):

(If there is no dock onsite, additional fees for lift gate service may apply)

Forklift Onsite (Y/N):

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$184,159.90



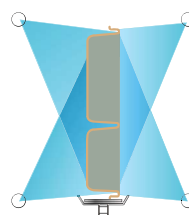
Project _____
 Item _____
 Quantity _____
 CSI - 11400 _____
 Approval _____
 Date _____



TRAC 878

Automatic Triple Tank Tray Washer

- Automatic conveyor, triple tank tray washer with recirculating pre-wash, wash and rinse and fresh water final rinse
- 197 gallons/hour final rinse consumption
- Capacity is up to 878 trays per hour (based on a 15" tray)



Insinger's traywashers were developed specifically to optimally clean and sanitize ware by reaching all corners and crevices with a vertical spray.

STANDARD FEATURES

- Tank heat: 15 kW electric immersion heater or steam injector
- Capillary thermometers for wash and rinse
- In-line thermometer for final rinse
- Vacuum breaker on all incoming water lines
- Manifold clean-out brush
- Vents with adjustable damper controls
- Single point electrical connection: motor, controls and tank heat (Booster requires a separate connection)
- Inspection door
- S/S frame, legs and feet
- S/S front enclosure panel
- Automatic tank fill
- Low water protection
- Detergent connection provision
- Top mounted NEMA 12 control panel
- Simplified scrap screen design
- Door safety switch
- Standard frame drip proof motors
- Override switch for de-liming
- End caps/pipe plugs secured to prevent loss
- Tray unload table

OPTIONS

- ☐ Stainless steel steam coil tank heat
- ☐ Steam booster
- ☐ Electric booster
- ☐ Pressure reduction valve and line strainer
- ☐ Security package
- ☐ Insulated hood and door
- ☐ Chemical sanitizer injector package for low temperature operations (pump by others)
- ☐ Tray Dryer
- ☐ Tray Stacker

SPECIFIER STATEMENT

Specified unit will be an Insinger TRAC 878 automatic triple tank tray washer. Features include capillary thermometers for wash and rinse, inline thermometer for final rinse, vacuum breaker, vents with adjustable damper controls, inspection door, 304 stainless steel construction, automatic tank fill, low water protection, door safety switch, and a tray unload table.



Additional Information

Capacity Per Hour	878 trays
Tank Capacity	11.2 gallons (pre-wash) 15.3 gallons (wash) 11.5 gallons (rinse)
Motor Size	1/2 hp (pre-wash) 3 hp (wash) 2 hp (rinse) 1/8 hp (conveyor)
Electric Usage	8 kW wash tank 8 kW rinse tank 24 kW booster (40° rise) 36 kW booster (70° rise)
Steam Consumption at 20 psi min.	54 lbs./hour tank 70 lbs./hour booster 40° rise 122 lbs./hour booster 70° rise
Final Rinse Peak Flow at 20 psi min.	3.28 gallons/minute
Final Rinse Consumption at 20 psi min.	197 gallons/hour
Exhaust Hood Requirement	100 CFM Load 300 CFM unload
Peak Rate Drain Flow	23 gallons/minute
Shipping Weight	1100 lbs.

Machine Electrical*		
Motors, Controls, Tank Heat	Steam	Electric without booster
208/3/60	22.7	67.1
240/3/60	20.6	59.0
480/3/60	12.5	36.9
380/3/50	10.2	29.4

*Booster heater wired separately. Machine load only listed above.

SPECIFICATIONS

CONSTRUCTION- Hood and tank constructed of 16 gauge type 304 S/S. Hood unit of all welded seamless construction. S/S frame, legs and feet. All internal castings are non-corrosive lead free nickel alloy, bronze or S/S.

DOORS- Extra large die formed 18-8 type 304 S/S front inspection door riding in all S/S channels. A triple ply leading edge on the door channels made of S/S with no plastic or nylon sleeves or liners used. Two intermediate S/S door-safety stops on the door.

CONVEYORS- One S/S roller conveyor chain with tray cradles. Width between guide rails is factory-adjustable from 1.5" to 3.7". Conveyor accommodates trays up to 15" high. Conveyor drive system includes direct drive gear motor with frictionless, trouble-free overload release system continuously running. Trays conveyed automatically through washing and rinsing systems powered by independent conveyor motor.

PUMP- Centrifugal type "packless" pump with a brass petcock drains. Construction includes ceramic seal and a balanced cast impeller on a precision ground stainless steel shaft, extension or sleeve. All working parts mounted as an assembly and removable as a unit without disturbing pump housing. 2 hp wash motor standard horizontal C-face frame, drip proof, internally cooled with ball-bearing construction.

CONTROLS- Top mounted control cabinet, NEMA 12 rated with heat insulation provided between hood and control cabinet, housing motor controls and overload protection, transformer, contactors and all dishwasher integral controls. All controls safe low voltage 24 VAC.

ENERGY SAVER- Electric photo-eye automatically operates the final rinse solenoid only when a tray passes, saving water and energy. The eye also activates an adjustable timer control. If no tray passes during the set time, the machine shuts down.

SPRAY SYSTEM- Wash and final rinse spray systems are made of 18-8 type 304 stainless steel pipe. Wash assemblies removable without the use of tools.

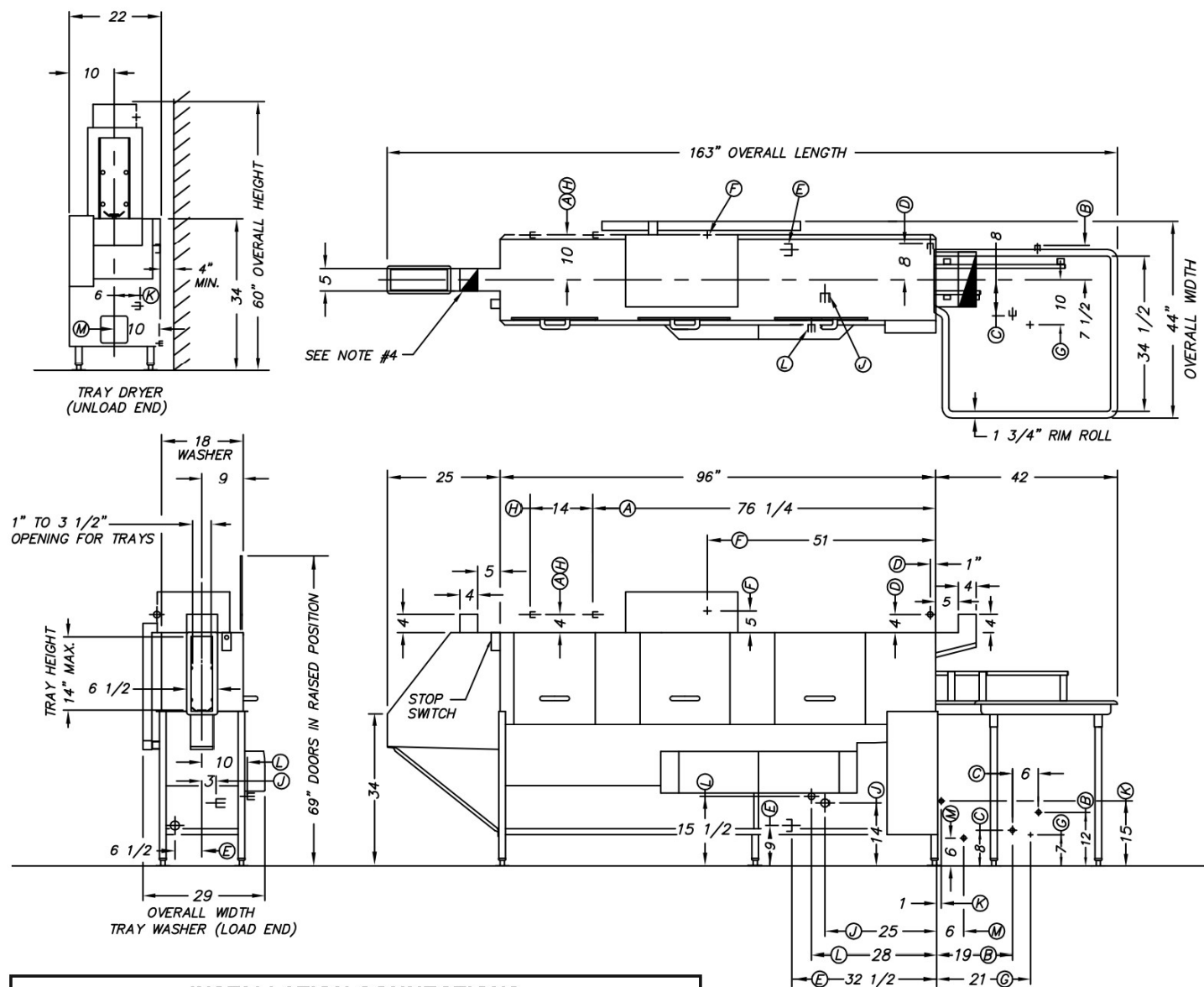
WASH- Four wash arms threaded into S/S manifold. (2 on each side of conveyor). Each pipe designed with 8 high pressure action cleansing slots. The slots are precision milled for water control producing a fan spray.

FINAL RINSE- Eight nozzle assemblies on either side of conveyor threaded into S/S pipes. Nozzle assemblies produce a fan spray reducing water consumption, maximizing heat retention.

DRAIN- Drain valve externally controlled. Overflow assembly with skimmer cap is removable without the use of tools for drain line inspection. Heater is protected by low water level control.

UNLOAD TABLE- a stainless steel tray unload table receives clean trays. Table constructed with guide rails which ease the trays onto table.

Technical Drawings



INSTALLATION CONNECTIONS

LTR	DESCRIPTION	SIZE
A	Hot Water to Auto Fill - 110°F	1/2" FIPS
B	Hot Water to Steam Booster - 110°F/140°F	1/2" FIPS
C	Hot Water to Electric Booster - 110°F/140°F	1/2" FIPS
D	Hot Water to Final Rinse - 180°F	1/2" FIPS
E	Drain Connection - Common	1 1/2" FIPS
F	Electric Service - 16kW + 5.6 HP	67.1 FLA
G	Electric Service - Booster 36 kW	101 FLA
H	Cold Water - PW Tempering	1/2" FIPS
J	Steam to Tanks	3/4" FIPS
K	Steam to Steam Booster (40° or 70°)	1/2" or 1" FIPS
L	Condensate Return - Coils Only	1/2" FIPS
M	Condensate Return - Steam Booster	1/2" FIPS

NOTES:

1. Electrical Voltage: 208V/3PH/60Hz. Total Amp Draw is 168.1 FLA.
2. Totally enclosed motors furnished.
3. Stainless Steel Frame, Legs, Tray Unload Furnished.
4. Vents 4 x 12 (500CFM) & 4 x 5 (50CFM) with Adjustable Dampers Furnished at Ends of Washer.

REV A - 09/03/01



Project _____
 Item _____
 Quantity _____
 CSI - 11400 _____
 Approval _____
 Date _____



TD-321

Automatic Tray Dryer

- Automatic conveyor tray dryer provides 99% dry trays
- Unique Air Wiper design reduces ability for bacteria to grow on wet, stacked trays
- Drier and cleaner workplace—less racking of trays for drying
- Increased productivity
- Capacity is compatible with the tray washer and based on a 15" tray
- Designed for left or right hand conveyor travel, as specified.
- Furnished only as an added component to a TRAC 321-2, TRAC 321-2 RPW or TRAC 878 traywasher

STANDARD FEATURES

- Stainless steel frame, legs and feet
- Top mounted NEMA 12 control panel
- SureFire® Start-Up & Check-Out Service

OPTIONS

- ☐ Security package
- ☐ Tray Stacker

SPECIFIER STATEMENT

Specified unit will be an Insinger TD-321 automatic tray dryer. Features include conveyor-belt for tray drying, left or right specification, and compatibility with TRAC tray washers.



Additional Information

Capacity Per Hour	Compatible with the tray washer and based on a 15" tray	
Motor Size	10 hp (blower) 1/15 hp (conveyor)	
Shipping Weight	700 lbs.	
Additional Current Draw Amps when Connected to Tray Washer	Electrical	
208/3/60	31.0	
240/3/60	28.2	
380/3/50	17.0	
480/3/60	14.1	

SPECIFICATIONS

CONSTRUCTION- Hood and tank constructed of 16 gauge 18-8 type 304 S/S. Hood unit of all welded seamless construction. S/S frame, legs and feet.

CONVEYOR- One stainless steel roller conveyor chain with tray cradles, through both washer and dryer. Width between guide rails is factory adjustable from 1.5: to 3.7". Conveyor accommodates trays up to 15" high. Conveyor drive system includes direct drive gear motor with frictionless, trouble-free overload release system continuously running.

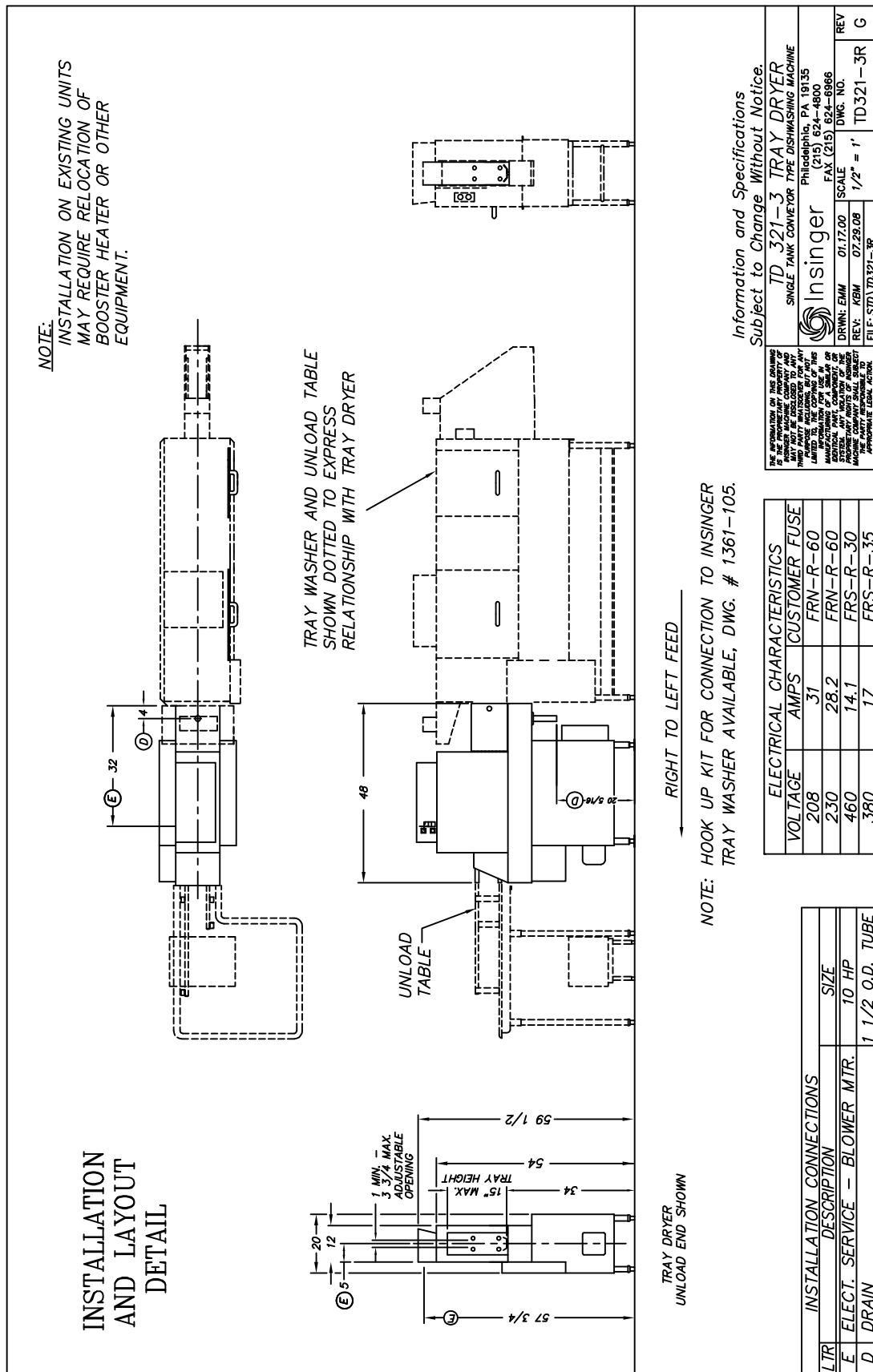
CONTROLS- Top-mounted control cabinet, NEMA 12 rated, housing motor controls and overload protection, transformer and contactors. All controls safe low voltage 24 VAC.

BLOWER- 10 hp regenerative blower with Insinger's specially designed "air wiper" mounted on either side of conveyor. "Air wipers" are mounted on a diagonal to sweep water in controlled movement preventing splashing and uneven results.

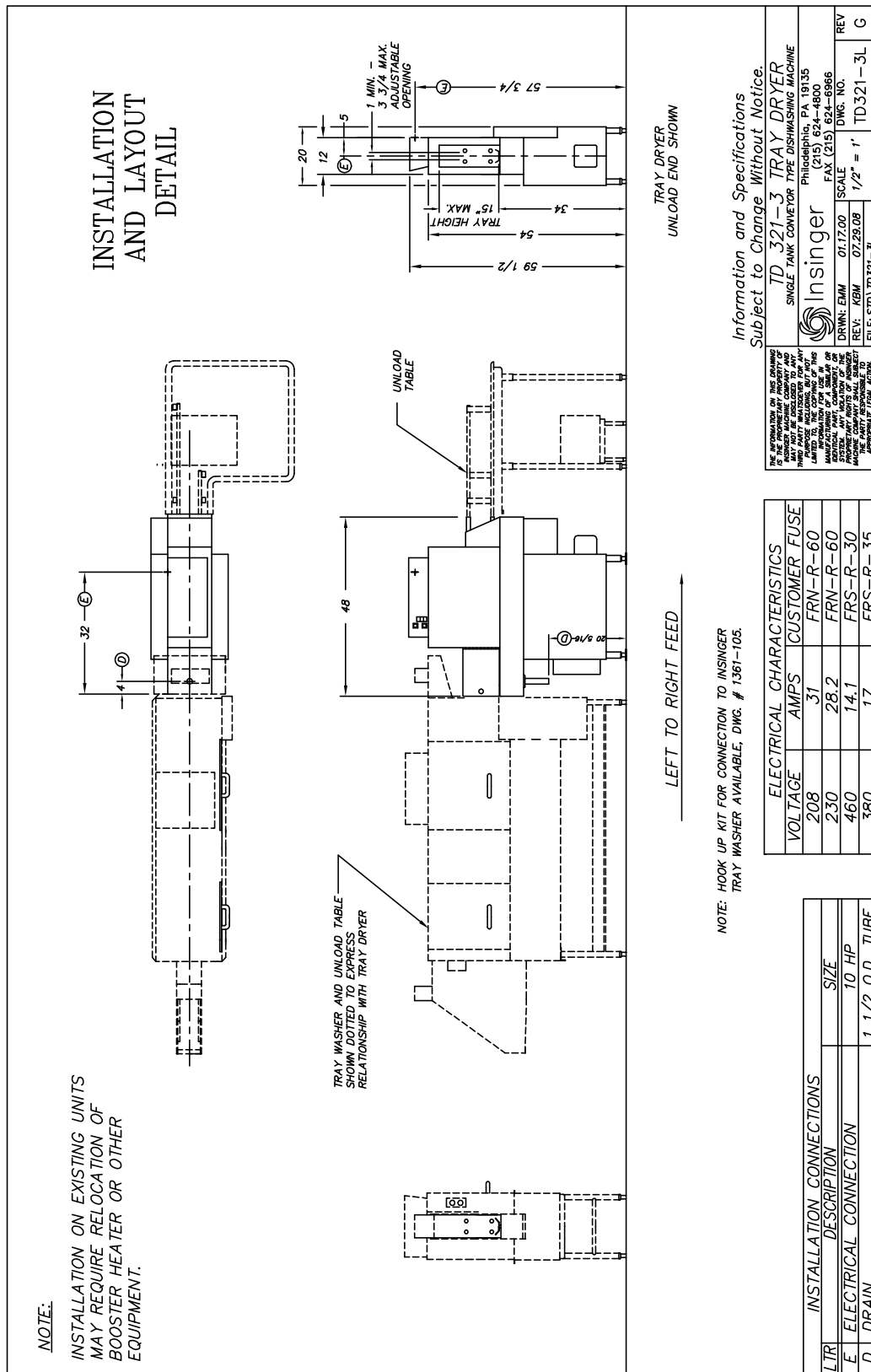
DRAIN- All water is drained back into TRAC 321-2, TRAC 321-2 RPW or TRAC 878 with gravity drain connection. Factory installed drain connection to tray washer provided if dryer is ordered with a TRAC 321-2, TRAC 321-2 RPW or TRAC 878.

UNLOAD TABLE- A stainless steel tray unload table receives clean trays. Table constructed with guide rails which ease the trays onto table.

Technical Drawings



Technical Drawings





Floor Kettles model EE

Description

Kettle shall be a Groen Model EE (Specify 20, 40, 60, 80 or 100 gallon) stainless steel, self-contained, steam jacketed unit operating from an electric heated steam source contained within unit.

Construction

Kettle proper shall be of type 316 stainless steel, solid one-piece welded construction. All exposed surfaces shall be stainless steel. All controls shall be contained within the cabinet.

Kettle body is sheathed in stainless steel and air gap insulated. Faucet mounting bracket is standard.

Finish

Interior of kettle shall be polished to a 180 emery grit finish. Exterior of kettle shall be finished to a #3 finish, ensuring maximum ease in cleaning and maintaining brilliant appearance.

ASME Code and UL Listing

Unit shall be ASME shop inspected, stamped and registered with the National Board for operation up to a maximum working pressure of 30 PSI. Unit shall be UL listed for sale in USA and Canada. Unit shall be registered in Canada with a CRN number.

Sanitation

Unit shall be designed and constructed to meet NSF and known health department and sanitation codes, and be NSF listed.

Drawoff

Unit shall have a 2" sanitary tangent drawoff with a 316 stainless steel compression disk drain valve for easy disassembly without tools. Larger 3" drawoff available. The drain outlet shall be equipped with a removable 1/4" perforated stainless steel strainer.

Cover

Cover shall be a one-piece, hinged design dome cover on units up to 40 gallons. 60-100-gallon units shall have a one-piece domed cover with No. 51 counter balanced spring-assisted actuator.

Controls

All controls shall be contained in a stainless steel enclosure within easy reach of the operator. Controls include a thermostat, pilot light, pressure/vacuum gauge, contactor, water level sight glass, safety valve and low water cut-off.

Self-Contained Steam Source

Kettle shall have an electric, self-contained steam source to provide kettle temperatures from 150 to approximately 270°F. Unit shall be factory charged with chemically-pure water and rust inhibitors to ensure long life and minimum maintenance.

Model EE-40 shown



Performance

Unit to be thermostatically controlled to shut off automatically when desired temperature is reached and turn on when product temperature falls below desired setting. Outer sheathing and air insulating gap retains heat and keeps kettle exterior cooler to the touch.

Installation

Unit requires single electrical connection. Specify 208, 240, or 480 Volt, three phase, 50 or 60 HZ. 20 and 40 gallon models available in single phase.

Options/Accessories

- ☐ 3" tangent drawoff valve with
- ☐ 1/4" perforated disk strainer
- ☐ 1/8" perforated disk strainer
- ☐ 1/4" perforated disk strainer
- ☐ Solid disk strainer
- ☐ Basket inserts (TRI-BC)
- ☐ Swing faucets
- ☐ Automatic water filler
- ☐ Kettle brush kit
- ☐ Contour measuring strip
- ☐ Gallon etch marks
- ☐ Single Phase Terminal Block Kit

Origin of Manufacture

Kettle shall be designed and manufactured in the United States.

Stainless Steel Steam Jacketed Kettle

**Floor Mounted,
Stationary,
Self-Contained
Electric Heated
20, 40, 60, 80 or 100-
Gallon Capacity**

Short Form

Groen Model EE (Specify 20, 40, 60, 80, 100 gallons) self-contained, electric heated, stainless steel, steam jacketed kettle. UL and NSF listed, ASME code constructed and National Board registered for operation up to 30 PSI. Automatic thermostat control and pressure gauge mounted in convenient stainless steel control housing. Insulation outer sheathing, 2" tangent drawoff and hinged cover standard. Single electrical connection required: specify Voltage Phase/Hz. Made in USA.



Applications

Meat Dishes
Vegetables
Soups
Sauces
Pasta
Rice
Pie Fillings
Gravies
Poultry
Seafood

Model EE

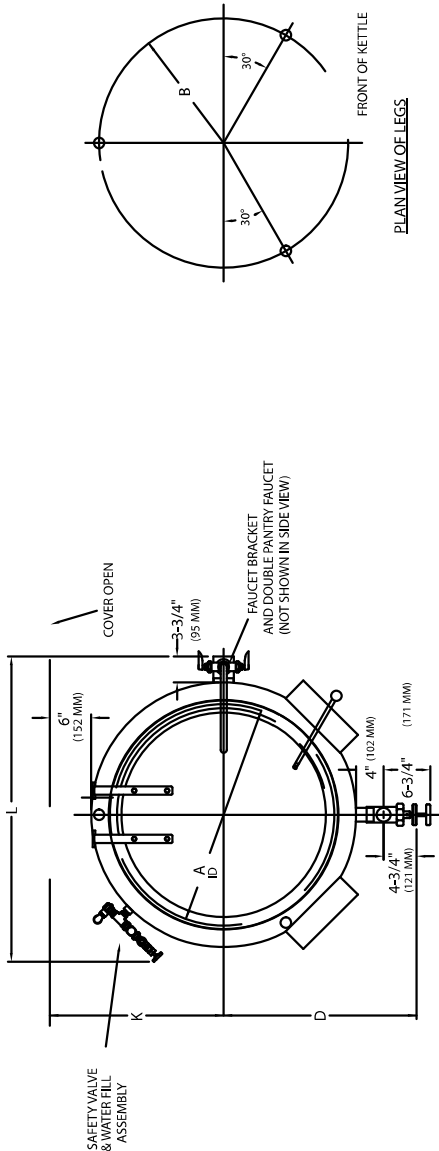
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TABLE OF DIMENSIONS												
CAPACITY (GALLONS/LITRES)												
DIM'S.	20/76		40/152		60/228		80/304		100/380			
	IN.	MM	IN.	MM	IN.	MM	IN.	MM	IN.	MM		
A	20	508	26	660	30	762	32	813	32	813		
B	24	610	30	762	34	864	36	914	36	914		
C	26	660	32	813	36	914	38	965	38	965		
D	21-3/4	552	24-3/4	629	26-3/4	679	27-3/4	705	27-3/4	705		
E	13	330	10	254	10	254	10	254	10	254		
F	9	229	6	152	6	152	6	152	6	152		
G	37	940	37	940	40	1016	44	1118	50	1270		
H	60	1524	66	1676	68	1727	74	1879	80	2032		
J	16	406	12	305	12	305	12	305	12	305		
K	18	432	25	508	22	559	23	584	23	584		
L	32-1/8	816	38-1/8	968	42-1/8	1070	44-1/8	1121	44-1/8	1121		
M	15	381	11	279	11	279	11	279	11	279		
N	17-3/4	451	20-3/4	527	22-3/4	578	23-3/4	603	23-3/4	603		

KETTLE MODEL	208V/3PH			240V/3PH			480V/3PH		
	KW	AMP	KW	KW	AMP	KW	KW	AMP	KW
EE-20	10.8	30	12	29	29	12	12	14	14
EE-40	21.6	60	24	58	24	28	28	36	36
EE-60	32.4	90	36	87	36	44	44	56	56
EE-80	32.4	90	36	87	36	44	44	56	56
EE-100	32.4	90	36	87	36	44	44	56	56

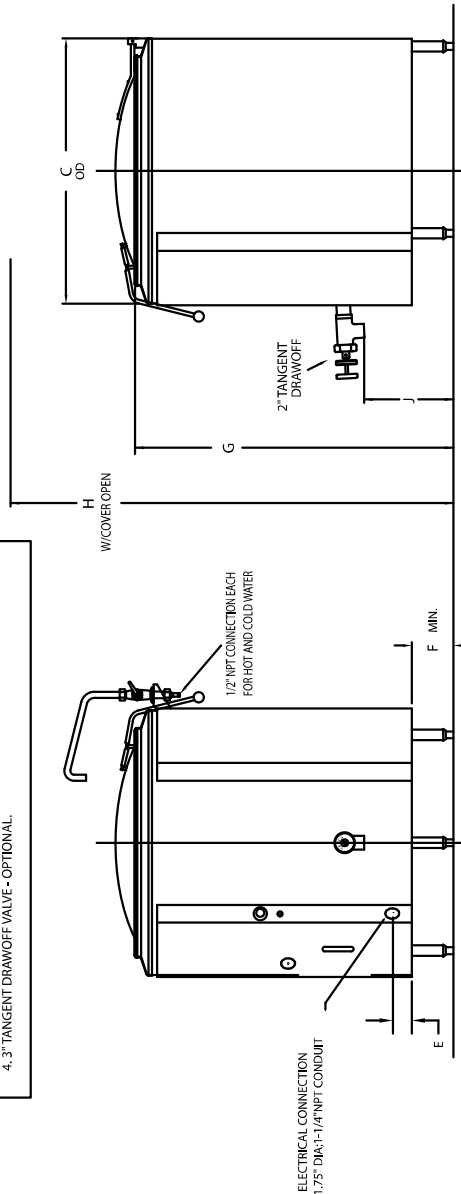
ELECTRICAL NOTES:

- OTHER VOLTAGES ARE AVAILABLE ON MOST MODELS.
- SINGLE PHASE OPERATION AVAILABLE ON 20 & 40 GAL. KETTLES ONLY.
- USE KIT 170960 IF SWITCHING 3 PHASE TO 1 PHASE



NOTES:

- MODEL #51 COUNTERBALANCED COVER FURNISHED ON 60, 80 & 100 GAL. SIZES ONLY.
- MODEL #41 COVER (SHOWN) IS STANDARD ON 20 & 40 GAL. SIZE.
- SINGLE/DOUBLE PANTRY FAUCETS - OPTIONAL.
- 3\"/>



OPTIONAL 3\"/>

