

ADDENDUM TO QUOTE

THIS ADDENDUM ("Addendum") is entered into by and between **Fort Bend County**, on behalf of the Fort Bend County Sheriff's Office, ("County"), and **Terry Woodard Enterprises Inc.**, dba **Kommerical Kitchens** ("Kommercial Kitchens"), a company authorized to conduct business in the State of Texas.

WHEREAS, County desires that KOMMERCIAL KITCHENS provide materials, parts, labor and warranty for Electric Kitchen Kettles for the Fort Bend County Jail, in accordance with BuyBoard Contract No. 598-19; and

WHEREAS, KOMMERCIAL KITCHENS represents it is qualified and desires to perform such services; and

WHEREAS, the Parties expressly agree that this Addendum is a material change from the Quote, attached as Exhibit "A," and the Addendum and Quote, and any other referenced document are incorporated into each other and, when read together, shall constitute one integrated document (hereinafter the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Service.** KOMMERCIAL KITCHENS shall provide materials, parts, labor and warranty for the Electric Kitchen Kettles to be utilized at the Fort Bend County Jail, as described in further detail in the Quote, attached hereto as Exhibit A, and incorporated by reference.
2. **Cooperative Purchasing.** Subject to this Addendum, KOMMERCIAL KITCHENS shall provide products and/or services to County in accordance with BuyBoard Contract No. 598-19, incorporated fully by reference.
3. **Time of Performance.** The time of performance of the Scope of Services by KOMMERCIAL KITCHENS shall begin upon receipt of the Notice to Proceed from County and shall be completed within one hundred twenty (120) days after receipt of Notice to Proceed. KOMMERCIAL KITCHENS shall complete the tasks described in the Scope of Work within this time or within such additional time as may be extended by County in writing.
4. **Payment.** 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.

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


County Judge KP George

KP George, County Judge

May 24, 2022

Date

ATTEST:


Laura Richard, County Clerk



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



Authorized Agent - Signature

Jay Odom

Authorized Agent - Printed Name

General Manager

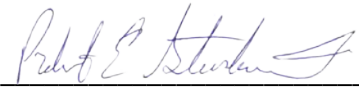
Title

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
PRICING INCLUDES ALL FREIGHT CHARGES, WITH A DELIVERY FEE LISTED BELOW. FINAL CONNECTIONS AND INSTALLATION TO BE COMPLETED BY OTHERS.				
1	2 ea	KETTLE, ELECTRIC, STATIONARY 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
			ITEM TOTAL:	\$62,332.00
2	1 ea	DELIVERY 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.		
			ITEM TOTAL:	\$250.00
			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

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$62,582.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-886180

Date Filed:
 05/13/2022

Date Acknowledged:
 05/24/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Kommercial Kitchens
 Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 35018
 Kommercial Kitchens

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Woodard, Terry	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)