

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO NETWORK CABLING SERVICES STANDARD TERMS AND CONDITIONS
 (DIR-TSO-3708)**

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, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code §262.011(d) on behalf of the Fort Bend County Information Technology department, and Network Cabling Services, Inc., ("NCS"), a company authorized to conduct business in the State of Texas.

WHEREAS, the County desires that NCS provide IT Services pertaining to the Lightpointe Wireless Bridge Project (Justice Center to Travis Building), and has accepted NCS's Standard Terms and Conditions, attached hereto as Exhibit "A," and incorporated by reference, subject to the changes herein, and pursuant to the Texas Department of Information Resources Agreement (DIR-TSO-3708), attached hereto as Exhibit "B," and incorporated by reference; and

WHEREAS, NCS represents it is qualified and desires to perform such services.

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.** NCS shall render IT services to County as defined in the Scope of Work and Standard Terms & Conditions, attached hereto as Exhibit "A," and incorporated by reference.
2. **Term.** The term of the agreement shall begin upon execution by County and shall expire no later than October 31, 2020, and shall not automatically renew. NCS shall complete the tasks described in the Scope of Work within this time or within such additional time as may be extended by the County.
3. **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.
4. **Limit of Appropriation.** NCS 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 fifty-four thousand thirty-eight and 00/100 dollars (\$54,038.00), specifically allocated to fully discharge any and all liabilities County may incur. NCS does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that NCS may become entitled to and the total maximum sum that County may become liable to pay to NCS shall not under any conditions, circumstances, or interpretations thereof exceed fifty-four thousand thirty-eight and 00/100 dollars (\$54,038.00).
5. **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.

6. **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.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Confidential Information.** NCS 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 NCS 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.
9. **Performance Warranty.** NCS warrants to County that NCS has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and NCS 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.
10. **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 NCS for any reason are hereby deleted. NCS 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 NCS, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of NCS or any of NCS's agents, servants or employees.
11. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by NCS in any way associated with the Agreement.
12. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to dispute resolution or binding arbitration. Therefore, any references to dispute resolution or binding arbitration or to the waiver of a right to litigate a dispute are hereby deleted.
13. **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.
14. **Certain State Law 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, NCS verifies NCS does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code §2251.152 Acknowledgment. By signature below, NCS represents pursuant to Section 2252.152 of the Texas Government Code, that NCS 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.

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

KP George
KP George, County Judge

NETWORK CABLING SERVICES, INC.

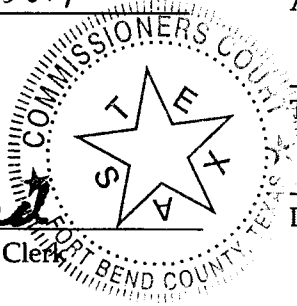
Mark Veltri
Authorized Agent - Signature

9-24-2019
Date

Mark Veltri
Authorized Agent - Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



Chief Operating Officer
Title
9/16/19
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54,038.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

Exhibit A: NCS Scope of Work and Standard Terms & Conditions

Exhibit B: Texas DIR Contract DIR-TSO-3708

15. **Entire Agreement.** This Agreement, together with all agreements between the Parties referenced in this Addendum, embodies the entire understanding between the Parties with respect to the Terms and Conditions, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Terms and Conditions. This Agreement shall supersede and replace all previous agreements pertaining to the Terms and Conditions between any of the Parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.
16. **Conflict.** In the event there is a conflict between this Addendum and the attached Statement of Work, this Addendum controls. In the event there is a conflict between this Addendum and the attached Texas Contract DIR-TSO-3708, Contract DIR-TSO-3708 controls.
17. **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.

{EXECUTION PAGE FOLLOWS}

{REMAINDER INTENTIONALLY LEFT BLANK}

Exhibit A



September 4, 2019

Fort Bend County
500 Liberty Street
Richmond, TX 77469
Attention: Charles King

Project: Wireless Bridge (Justice Center to Travis Building)

NCS Quote #: SW-19-015r3
NCS DIR #: DIR-TSO-3708

Dear Mr. King,

Thank you for allowing Network Cabling Services (NCS) the opportunity to provide you with this proposal in regards to the Fort Bend Lightpointe Wireless Bridge project.

This proposal is based upon the BOM provided by Lightpointe representative Brian Petersil and information gathered during a site survey conducted on 3/28/19.

All pricing and terms of this proposal are in accordance with the DIR Agreement DIR-TSO-3708.

If you should have any questions about this proposal or require additional information, please do not hesitate to contact me.

Sincerely,

Shane Whatley, RCDD
Project Executive
swhatley@ncs-tx.com

Houston • Corpus • Dallas
12626 Fuqua Street • Houston, TX 77034
281-484-1777



1. SCOPE OF WORK: Justice Center/Travis Building

A. Wireless Bridges

- Install (2) Lightpointe AireLink G80 10Gig, 80 GHz wireless bridges with 12" 80GHz parabolic antennas at existing locations identified during the site survey.
- The radio ODU (OutDoor Unit) and antenna will be mounted on 2" rigid conduit supported with a 60" non-penetrating sled. The sled will be secured with concrete blocks and have a roof mat for isolation from the roof.
- Components will be grounded to the existing lightning protection system with a #6 grounding wire and compression ground lugs.
- The radio ODU will have modular RJ45 interfaces for PoE power and out-of-band management, and singlemode fiber LC-style interfaces for data.

B. Category 6 Cabling, Surge Protection and PoE Injectors

- (2) existing Category 6 cables from the radio ODU to the serving IDF will be retested to ensure integrity of the cable channel. The Category 6 cables will carry the PoE power and out-of-band management signals.
- (2) Lightpointe surge protectors will be mounted at the IDF and connected to the existing network switch via RJ45 modular patch cords.
- (2) Lightpointe HPoE injectors will be provided to provide DC power to the ODU's.

C. Fiber Optic Cabling/SFP's

- From each radio ODU, an indoor/outdoor, 2-strand, OS2 singlemode fiber will be installed for data. At the Travis Building, the fiber cable will follow the existing pathway to the 7th Floor IDF and will then travel down the stacked riser to the 1st Floor IDF. At the Justice Center, the fiber cable will follow the existing pathway to the IDF serving the existing radio.
- (2) 10GBASE-LR, single mode 10Gig SFP's will be provided and installed in each ODU.
- Fiber optic cabling will be terminated in 1U, rack-mount interconnects in each IDF, and at wall-mount interconnects prior to building exit on the rooftop. From the wall-mount interconnects, a 2-fiber zipcord will be run to each ODU.
- Fiber terminations and adaptors will be LC-style singlemode connectors.

D. Configuration, Commissioning, Testing and Documentation

- NCS will configure and commission the wireless bridges, utilizing Fort Bend provided networking information (IP address, subnet mask and default gateway) and LightPointe LinkManager management application.
- NCS will align the external antennas utilizing LightPointe alignment site tools.
- All existing 4-pair horizontal cables and new fiber optic cabling will be tested and certified using a Fluke DTX 1800 certification tester.
- All close-out documentation will be submitted 2-weeks after completion of project.

2. PRICING SUMMARY:

EquipmentMaterials/Shipping	\$ 45,676.00
Labor/Commissioning/PM	\$ 8,362.00
Tax/Bonds	Not Included
Total Cost	\$ 54,038.00

3. QUALIFICATIONS AND ASSUMPTIONS:

- NCS has based this proposal on normal working hours, 7:00 am to 5:00 pm, Monday through Friday, excluding holidays. Over-time is not included in this proposal.
- NCS assumes that proper access will be available during working hours to complete the proposal scope of this project.
- Any changes or additions to the Scope of Work or the Bill of Materials shall be executed in writing as a change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- **NCS cannot be held responsible for the condition of any existing copper cables or conduits that may be utilized for this project. Existing cabling will be tested prior to use with a Fluke DTX-1800 cable analyzer.**
- **This proposal is based upon use of current conduit and riser pathways, and does not include for any new conduit or modification of the existing pathways to accommodate newly installed cabling.**
- Due to the volatility in the current communications cabling market, the pricing contained in this proposal is valid for 30 days. Pricing adjustments may be necessary prior to beginning the project.
- NCS has not included pricing for participation in a composite cleaning crew. If this is required an additional price can be given.
- NCS will not be responsible for any delays or associated charges due to manufacturer's defects or late delivery of cable and/or equipment that is directly specified or ordered and provided by the customer.
- NCS assumes all core holes, conduits, poke through devices, raised floor boxes, plywood backboards, ground bus bar cabling to main bus and back boxes either exist or will be provided by others.
- The cost for taxes or bonding has not been included in the proposed price. If taxes or bonding cost are required an additional add price can be given.
- This proposal does not include electrical services or electronic components or labor to move or install network equipment.
- Proposal does not include network electronics such as uninterrupted power supplies (UPS), power distribution units (PDU) and wireless access points (WAP).
- Proposal does not provide IT services such as hardware configuration and/or software loading.
- NCS has not included pricing for any "BIM" or 3D Modeling Services that may be required for this project.
- This proposal does not include Service Provider Cabling, Nurse Call Systems and Cabling, Phone Systems, Network Hardware or Telemetry Cabling.
- NCS assumes that a secure staging area will be provided at no charge for the storage of equipment such as materials and tools.



NCS Quote #: WS-19-015r3

- The pricing in this proposal includes a 4% discount for cash, check, or ACH payments.
- This proposal does not include requirements for the payment of Prevailing Wages, Davis Bacon Wages, Walsh-Healy Wages, Contract Service Act Wages or any other predetermined or prevailing wages or fringe benefits. In the event there is a requirement for the payment of specific wages and/or fringe benefits, the difference between such specific wages and/or benefits and the actual wages and/or benefits paid, plus NCS's normal mark-up for overhead and profit shall be an extra cost added to this proposal.
- A One Year Network Cabling Services Workmanship Warranty will be issued on all installed materials from the date of acceptance.



4.0 STANDARD TERMS AND CONDITIONS:

1. Engagement of Services

Once work is authorized by the customer, Network Cabling Services is committed to certain "ramp up" expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of Network Cabling Services, these expenses will be due and payable to Network Cabling Services on a pro-rate basis. Any request for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work

Network Cabling Services will notify the customer if there is a material change, scheduling change, or construction delay beyond the scope of work and no fault of Network Cabling Services requiring Network Cabling Services to expend more monies budgeted. The customer agrees to pay Network Cabling Services for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

3. Permits and Taxes

Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by Network Cabling Services at the cost of obtaining them. Taxes are not included in the proposal price unless specifically noted otherwise.

4. Network Cabling Services Employees

The customer agrees that it shall not hire any employee of Network Cabling Services who is currently working on a project for the customer, or any employee of Network Cabling Services who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former Network Cabling Services employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that Network Cabling Services can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

5. Payment Terms

Standard payment terms are net due in ten days from invoice date unless stated differently in the above proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

6. Warranty

All installation work will meet or exceed all NEC, Federal, State and local codes that may apply. No performance warranty will be issued by Network Cabling Services. A one-year workmanship warranty will be issued on all installed materials from the date of acceptance.

7. Indemnity

The customer agrees to defend and indemnify Network Cabling Services from any and all third party claims, demands, actions, lawsuits liability, damages and/or costs, including reasonable attorney's fees and expert fees, arising out of or relating to Network Cabling Services work under this agreement or the Scope of Work under this agreement, regardless of the cause, including active or passive negligence of Network Cabling Services, the customer, or others, unless such claim, demand, action, lawsuit, liability, damage or cost is caused by the sole negligence of Network Cabling Services.

8. Attorney's Fees

If Network Cabling Services is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse Network Cabling Services for all attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

9. Incorporation by Reference

Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of and hereby incorporated by reference, all proposals submitted by Network Cabling Services to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such proposals or Credit Agreements.

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.

ACCEPTED BY: _____

Confidential and Proprietary Information.5

All Rights Reserved.



4.1 TERMS:

The STANDARD TERMS AND CONDITIONS of this proposal apply and are incorporated by reference. The parties agree that all disputes in anyway related to, arising out of, or connected with the sale of goods and/or services provided by Network Cabling Services shall be litigated if at all, exclusively in Harris County, Texas. Furthermore, the parties also agree that Texas law shall govern all such disputes.

The Customer agrees to pay:

- _____ Down (For Material Procurement & Mobilization)
- _____ Monthly Progress Billing
- 100% At Completion

Service charges listed below become effective on all accounts 30 days after the invoice date. Charges are computed at the lower of 1.5% per month or the maximum allowed by law.

Notice to Buyer: Do not sign this agreement before you read it in its entirety, or if it contains blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.

Respectfully Submitted By:
Network Cabling Services, Inc.

Accepted By:

Authorized Signature:
Shane Whatley

Authorized Signature:

Print Name:
Shane Whatley, RCDD

Print Name:

Date:
September 4, 2019

Date:

Exhibit B

Menu

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Information Resources**

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Network Cabling Services, Inc.

Vendor ID 1760672015300	DIR Contract Number DIR-TSO-3708
URL <u>Vendor Website</u>	Contract Term End Date 1/10/2020
HUB Type Non HUB	Contract Exp Date 1/10/2021
<hr/>	
Contact Network Cabling Services, Inc.	Contact DIR
Contact <u>Mark Veltri</u>	Contact <u>Ray Infante</u>
Phone (281) 484-1777	Phone (512) 475-4904
Fax (281) 484-1776	Fax (512) 475-4759

Contract Overview

Network cabling Services, Inc. offers cabling installation services through this contract, including: telecommunication equipment, electrical equipment, cables, wires, and communication and media related services. This contract is only available for Zones 1, 2, 3, 4 and 5. Please see the Zone Cabling Map for areas covered. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Documents

- [DIR-TSO-3708 Contract PDF \(133.93KB\)](#)
- [DIR-TSO-3708 Appendix A Standard Terms and Conditions \(per Amendment 1\) PDF \(917.67KB\)](#)
- [DIR-TSO-3708 Appendix B HUB Subcontracting Plan PDF \(756.47KB\)](#)
- [DIR-TSO-3708 Appendix C Pricing Index PDF \(228.72KB\)](#)
- [DIR-TSO-3708 Exhibit 1 RFO-DIR-TSO-TMP-246 ZIP \(4.44MB\)](#)
- [DIR-TSO-3708 Amendment 1 PDF \(104.75KB\)](#)
- [DIR-TSO-3708 Cabling Zone Map PDF \(163.29KB\)](#)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](#) in order to view these documents.

How To Order

1. For product and pricing information, visit the [Network Cabling Services, Inc.](#) website or contact [Mark Veltri](#) at (281) 484-1777
2. Generate a purchase order made payable to Network Cabling Services, Inc. and you must reference the DIR Contract Number **DIR-TSO-3708** on your purchase order.
3. E-mail or fax your purchase order and quote form to your designated vendor sales representative.
[Show more](#)

Available Brands (5 total)

AMP - Tyco Electronics
Berk-Tek
Commscope
Corning
Uniprise

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Available Products & Services (1 total)

Cabling Services

[Show more](#)

Commodity Codes (12 total)

280-29 - Communications/telecommunications Cable and Wire
280-70 - Telephone Cables and Wires, Single and Multiconductor, Clad Steel and Copper

280-95 - Wire and Cable (Not Otherwise Classified)
285-10 - Cable Accessories: Clamps, Clasps, Clips, Closures, Reels, Splices, Wrappings, etc.
287-96 - Wire and Cable, Electronic: Audio, Coaxial, Hook-Up, Lead-In, etc.
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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:
2019-534965

Date Filed:
08/30/2019

Date Acknowledged:
09/24/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Network Cabling Services, Inc.
Houston, 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.
AireLink G80 10G
Wireless Point-to-Point System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Veltri, Mark	Houston, 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)