

### ADDENDUM TO SCOPE OF SERVICES

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 **Latta Technical Services, Inc. (“LATTA”)**, a company authorized to conduct business in the State of Texas.

WHEREAS, the County desires that LATTA provide electronic security system engineering services for the Fort Bend County Jail; and

WHEREAS, LATTA 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.** LATTA shall provide electronic security system engineering services for the Fort Bend County Jail – Video System Retrofit Project, as defined in LATTA’s Proposal and Scope of Services, attached hereto as Exhibits A & B, and incorporated by reference.
2. **Time of Performance.** The time of performance of the Scope of Services by LATTA shall begin upon receipt of the Notice to Proceed from County and shall end no later than September 30, 2021. LATTA 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.
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.** LATTA’s fees shall be calculated at the rates set forth in the attached Exhibit A. LATTA 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-one thousand eight hundred and 00/100 dollars (\$51,800.00), specifically allocated to fully discharge any and all liabilities County may incur. LATTA does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that LATTA may become entitled to and the total maximum sum that County may become liable to pay to LATTA shall not under any conditions, circumstances, or interpretations thereof exceed fifty-one thousand eight hundred and 00/100 dollars (\$51,800.00).
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.** LATTA 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 LATTA 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.** LATTA warrants to County that LATTA has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the area and LATTA 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.** LATTA 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 LATTA, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of LATTA or any of LATTA's agents, servants or employees.
11. **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.
12. **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, LATTA verifies LATTA 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, LATTA represents pursuant to Section 2252.152 of the Texas Government Code, that LATTA 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.
13. **Conflict.** In the event there is a conflict between this Addendum and the attachment and/or Exhibits, this Addendum controls to the extent of the conflict.

14. **Human Trafficking.** By signature below, LATTA 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.
15. **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}*

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

8-25-20

\_\_\_\_\_  
Date

ATTEST:

*Laura Richard*

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



**LATTA TECHNICAL SERVICES, INC.**

*Abadzic*

\_\_\_\_\_  
Authorized Agent - Signature

Igor Abadzic

\_\_\_\_\_  
Authorized Agent - Printed Name

President

\_\_\_\_\_  
Title

August 4th, 2020

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 51,800.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert E. Sturdivant*

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

Attachments:

Exhibit A: Latta Proposal

Exhibit B: Scope of Services

# EXHIBIT A

July 15, 2020

**Justin Zwahr**

Fort Bend County  
Facilities Maintenance Manager

(281) 238-3064

[Justin.Zwahr@fortbendcountytexas.gov](mailto:Justin.Zwahr@fortbendcountytexas.gov)

Re: Fort Bend County Jail – Video System Retrofit

Dear Justin:

We are pleased to present our proposal for electronic security system engineering services for the above referenced project. The proposal is based on the information received on July 13<sup>th</sup>, 2020.

The scope of work includes the following:

1. Design new video management and recording system that will include replacement of all existing analog cameras and analog head-end equipment.
2. Design of new fiber optic backbone that will allow communication between all video equipment locations (verify the existing fiber optic cables).
3. Design interface between new video management and recording system and the existing electronic security system (touch screen and PLC based system).

The fee for our portion for the work shall be a lump sum of Fifty One Thousand Eight Hundred Dollars **(\$51,800.00)**.

Contract terms:

- a. This proposal is based on provisions of a standard AIA-C141 Architect –Consultant Agreement with the attached Scope of Services to be included as Exhibit B. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received. Prior to finalizing our Agreement, we must review the Prime Agreement to verify understanding of requirements. Modifications to the AIA-C141 Architect – Consultant Agreement that include the following shall require additional provisions in the Agreement.
  - i. Where indemnification of the Architect by the Consultant is included in the Agreement, provisions shall be added for indemnification of the Consultant by the Architect to equal extents.
  - ii. Provisions that bypass paid when paid requirements of the Agreement such as no payment until a signed agreement has been fully executed, shall result in delay of services until such agreement is completed and void any responsibility for delay of the project.
  - iii. Prime Agreements that include retainage provisions will require additional fee to reflect the administrative cost associated with such provisions.
  - iv. Professional Liability limits in excess of the \$2M carried by LattaTech Inc. will be at additional cost.
- b. In the event the project is abandoned or not carried to completion, our services for that

**Justin Zwahr**, Fort Bend County, Facilities Maintenance Manager

July 15, 2020

Page 2 of 4

portion of the work, which has been completed, will be paid for at the hourly rates in effect at the time of work.

- c. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of LattaTech Inc.

## **PAYMENT**

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than ten (10) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

We are prepared to start the work on your schedule and upon receipt of a Notice to Proceed. We are looking forward to the opportunity to work with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

LATTA TECHNICAL SERVICES INC



Igor Abadzic  
President

Attachment:

Exhibit B – Electronic Security Systems - Scope of Services

**EXHIBIT B**

**SCOPE OF SERVICES  
ELECTRONIC SECURITY SYSTEMS ENGINEERING  
FOR  
Fort Bend County Jail (FBCJ) – Video Management and Recording System**

**The electronic security systems for This Part of the Project shall include the following systems:**

**Video Management and Recording System**

**Design Phase**

- \* Receive as-built documentation including ACAD drawings from the FBCJ.
- \*\* Meet with the FBCJ operation and maintenance at the start of the project to present design approach and the project's schedule. Perform the site survey to confirm location of all Video Management system devices and equipment. Confirm locations and dimension of the existing control stations.
- \* Develop floor plans and partial plans to indicate security device and equipment placement.
- \* Develop partial plans to indicate detailed layouts of control centers and Video Management system equipment rooms.
- \* Develop system diagrams to indicate system functionality.
- \* Develop details as required to convey special installation requirements.
- \* Deliverable:
  1. Preliminary drawings and specifications for Video Management Systems.
  2. Statement of Probable Cost.
  3. Binder of Data sheets on proposed equipment.
- \*\* Meet with the FBCJ operation and maintenance departments at approximately 50% Construction Documents for review and coordination.
- \* Develop security system interfaces with electrical, i.e. power requirements and network infrastructure for VMS etc.
- \* Complete floor plans and partial plans to indicate security device and equipment placement.
- \* Complete partial plans to indicate detailed layouts of control centers and Video Management and.
- \* Complete system diagrams to indicate system functionality and operation.
- \* Complete details as required to convey special installation requirements.
  1. Preliminary drawings and specifications for Video Management Systems.
  2. Statement of Probable Cost.
- \*\* Meet with the FBCJ operation and maintenance departments at approximately 90% Construction Documents for review and coordination.
- \* Update and confirm Statement of Probable Cost for the Video Management Systems.
- \* Identify potential alternate bids to assist project budgeting.
- \* Identify potential construction phasing to assist project budgeting.
- \* Deliverable:
  1. Complete signed and sealed drawings and specifications for Video Management Systems.
  2. Statement of Probable Cost.

**Bidding**

- \*\* Participate in Pre-Bid Conference
- \* Respond to questions posed by bidders.
- \* Review and evaluate substitutions requested by bidders.
- \* Prepare addenda as required for changes to the Video Management Systems.
- \* Incorporate addenda items into contract documents.
- \* Assist in evaluation of bids.

**Construction Administration**

- \* Review schedule of values submitted by the contractor.
- \* Respond to Contractor Requests for information
- \* Review submittals for Video Management Systems.
- \*\* Participate in Pre-Construction meeting with Security Contractors
- \* Assist in evaluation of progress payments to Video Management Systems contractor.
- \*\* Periodic field observation to review installation
  - Monthly project meetings during installation of the Video Management System equipment.
  - Equipment installation
- \*\* System testing and acceptance
  - Substantial completion test and demonstration
  - Final completion test and demonstration
- \* Review Contractor training plans

**Post Construction/Project Closeout**

- \* Review Contractor prepared Operation and Maintenance Manual(s).
- \* Review Contractor turnover of software licenses, applications, source codes, and electronic data.
- \* Review Contractor prepared training manuals
- \* Review Contractor prepared record drawings.
- \* Archive of data
- \*\* Pre-warranty expiration review

**END OF SCOPE OF SERVICES**

# 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:**  
2020-653336

**Date Filed:**  
08/05/2020

**Date Acknowledged:**  
08/25/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Latta Technical Services, Inc.  
Plano, 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.**  
29134  
Electronic Security System Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abadzic, Igor	Plano, TX United States	X	
	MD Engineering LP, LLP	Plano, 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)