

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL
 EMERGENCY POWER REVIEW CONSULTANT – SOQ 10-114

THIS AGREEMENT is made and entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and Lockwood, Andrews & Newman, Inc., hereinafter referred to as “Consultant,” authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County desires that Consultant conduct a specialized technical assessment of emergency power options for the Fort Bend County Jail located at 1410 Williams Way Blvd, located in Richmond, Texas, hereinafter referred to as the “Project;” and;

WHEREAS, Consultant represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

AGREEMENT

SECTION I
 CHARACTER AND EXTENT OF SERVICES

- 1.01 Consultant shall plan, measure, analyze and generate reports for an emergency power review to include recommendations to ensure uninterrupted electrical power for the Project.
- 1.02 Consultant shall provided professional services as detailed in Attachment A, proposal from Consultant dated August 5, 2010 and November 8, 2010, in response to County’s SOQ 10-114, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.03 Prior to providing any services under this Agreement, Consultant shall coordinate with County to develop a schedule by which Consultant shall conduct the assessment and provide a written report(s).

SECTION II
 CONSULTANT’S COMPENSATION

- 2.01 For and in consideration of the professional services rendered by Consultant for the services provided under Attachment A, and subject to the limit of appropriation under Section XIII, County shall pay to Consultant an amount not-to-exceed \$32,147.00, including all expenses.
- 2.02 Consultant shall submit invoices to County as detailed in Section 2.03 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written

approval, provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Consultant to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

- 2.03 Consultant shall submit to County two (2) copies of invoices detailing the amounts due for services performed, set forth separately for work under this Agreement, and accompanied by a progress report describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of County and shall terminate on or before March 15, 2011.
- 3.02 Any services provided by Consultant or any costs incurred by Consultant before issuance of this Agreement shall be ineligible for payment or reimbursement.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Consultant.
- 4.02 Upon receipt of such termination notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts, if any, insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, Consultant shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Consultant that proportion of the services actually performed under this Agreement that bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications, reports, summaries and documents of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents, including electronic files, correspondence, estimates, specifications, field notes, reports, documents and data created, produced, developed or prepared by Consultant or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.

- 5.02 County shall not be entitled to any Documents not deemed “final” by Consultant until termination of this Agreement.
- 5.03 Consultant shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Consultant has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Consultant will be at the County’s sole risk and without liability or legal exposure to Consultant.
- 5.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Consultant agree that the services provided are a “work for hire” as the term is used in the Federal Copyright Act.
- 5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services provided under this Agreement and shall not be used without County’s consent and shall remain in the sole and exclusive properties of County.

SECTION VI PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 6.02 County will approve assignment and release of all key Consultant personnel and Consultant shall submit written notification of all key Consultant personnel changes for the County’s approval prior to the implementation of such changes. For the purpose of this agreement, key Consultant personnel are defined in Attachment A, Project Team
- 6.03 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement and Attachment A. Any employee of the Consultant who, in the opinion of County, is incompetent or by conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Consultant shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VII CONSULTANT’S INSURANCE REQUIREMENTS

- 7.01 Prior to commencement of the providing services for the Project, Consultant 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. Consultant shall provide certified copies of

insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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:

- A. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - B. 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.
 - C. 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.
 - D. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - E. Professional Liability insurance with limits not less than \$1,000,000.
- 7.02 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 (except Workers Compensation) written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.03 If required coverage is written on a claims-made basis, Consultant 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 that work under the Agreement is completed.

SECTION VIII INDEMNIFICATION

- 8.02 CONSULTANT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS

AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

- 8.03 CONSULTANT SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONSULTANT, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION IX DISPUTE RESOLUTION

- 9.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.
- 9.02 In the event County or Consultant desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 calendar days of the receipt of such notice, such dispute shall be submitted for mediation.
- 9.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 9.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION X NOTICE

- 10.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Consultant at the addresses set forth below.
- 10.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 10.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Consultant: Lockwood, Andrews & Newman, Inc.
2925 Briarpark Drive, Suite 400
Houston, Texas 77042
Attn: Jon D. Jelinek, Team Leader/Principal-in-Charge

B. If to County notice must be sent to the County Project Manager:

Major James Leach
Fort Bend County Sheriff's Office
1410 Williams Way Blvd
Richmond, Texas 77469

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

- 10.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XI REPORTS OF ACCIDENTS

- 11.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Consultant), Consultant shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 11.02 Consultant shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Consultant's performance of work under this Agreement.

SECTION XII CONSULTANT'S REPRESENTATIONS AND WARRANTIES

- 12.01 Consultant will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in this Agreement.
- 12.02 Consultant represents and warrants that all products and/or services it provides under this Agreement will be accurate and free from any material errors such that the products and services will meet the specifications contained in the Agreement and Attachment A.
- 12.03 Consultant represents and warrants that it will, at its own cost, correct any defects in products or services it provides under the Agreement as soon as is practical after Consultant becomes aware of such effects or is notified of such defects. If Consultant neglects to make good such defects within a reasonable time after receiving notice requesting such remedial work, then County will be entitled to make good such defective products or services at the expense of Consultant. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective products or services that County may have at law or in equity.
- 12.04 Consultant will call to County's attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Consultant which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Consultant's responsibilities or obligations under this Agreement in a case where such documentation or material is furnished, unless Consultant advises County in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and

County confirms in writing that it wishes Consultant to proceed in accordance with the documentation and material as originally provided.

- 12.05 Consultant will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
- 12.06 Consultant will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under this Agreement.
- 12.07 Consultant will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
- 12.08 Consultant will perform the services in a manner that does not infringe the proprietary rights of any third party.
- 12.09 Consultant will perform the services in a manner that complies with all applicable laws and regulations.
- 12.10 Consultant has duly authorized the execution, delivery and performance of this Agreement.
- 12.11 Consultant has not provided any gifts, payments or other inducements to any officer, employee or agent of County.
- 12.12 Consultant shall require its sub-contractor(s), if any, to make the same representations and warranties as contained in this Agreement.

SECTION XIII LIMIT OF APPROPRIATION

- 13.01 Prior to the execution of this Agreement, Consultant has been advised by County, and County clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$32,147.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Attachment A.
- 13.02 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$32,147.00 for services allocated under Attachment A.

SECTION XIV SUCCESSORS AND ASSIGNS

- 14.01 County and Consultant 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 such other party, in respect to all covenants of this Agreement.
- 14.02 Neither County nor Consultant shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XV
SUCCESSORS AND ASSIGNS

- 15.01 Consultant 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 Consultant or its employees or agents 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- 15.02 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.
- 15.03 Consultant 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. Consultant 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.

- 15.04 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable federal or state data privacy act.

SECTION XVI PUBLIC CONTACT

- 16.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 16.02 Under no circumstances, whatsoever, shall Consultant release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XVII MODIFICATIONS

This instrument and Attachment A contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

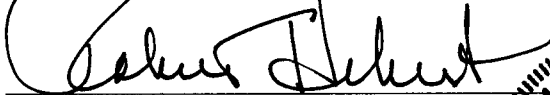
SECTION XVIII MISCELLANEOUS

- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Consultant agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve an agreement or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Consultant and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 18.06 Consultant 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, Consultant shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XIX
EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

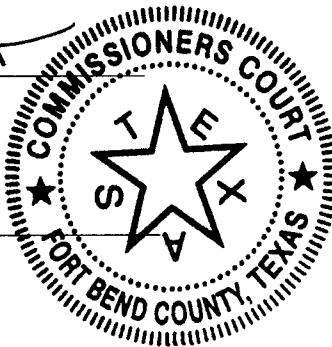
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Date

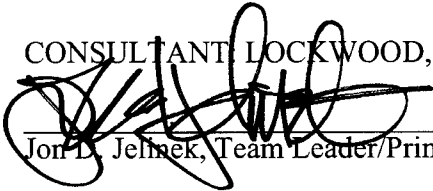
Attest:



Dianne Wilson, County Clerk



CONSULTANT: LOCKWOOD, ANDREWS & NEWMAN, INC.



Jon D. Jellinek, Team Leader/Principal-in-Charge

1/3/11

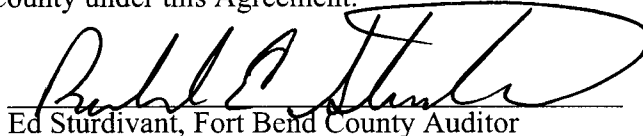
Date

Attest:

MER:LAN.Energy Study.So.3958

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$32,147.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.



Ed Sturdivant, Fort Bend County Auditor

Attachment A: Consultant's Proposal dated August 5, 2010, and November 8, 2010

Attachment A



November 8, 2010

Mr. Gilbert Jalomo
County Purchasing Agent
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

**RE: Q110-114 Emergency Power System Study – Ft. Bend County Sheriff's Office
LAN Project No. 17P-10575-000**

Dear Mr. Jalomo:

Thank you for your interest in having Lockwood, Andrews & Newnam, Inc. (LAN) provide engineering services for Fort Bend County. This letter serves as our proposal to provide the requested engineering services associated with this project.

SCOPE OF SERVICES

Based on our understanding of the project requirements, we propose an engineering study of the electrical demand and emergency power generating capacity at the Fort Bend County jail. The report will discuss the current state of the emergency power system and how it relates to the various areas and functions of the facility. The report will also present a multi-tiered set of solutions that may be used to allow the Commissioners Court to select the appropriate solution based on funding requirements and the level services that funding will provide. To complete this report, LAN proposes the following activities:

- Receive as-built drawings of the emergency electrical system
- Conduct a site visit to:
 - Discuss drawings, areas served, and functions supported
 - Field verify existing emergency systems
- Receive and review existing emergency management plan(s)
- Coordinate recovering generator capacity from 911 call center renovation(s)
- Conduct a weakest-link analysis
- Generate a report of recommended solutions to satisfy each of the tiers identified
- Provide a construction cost estimate for each solution

COMPENSATION

Based on the scope of work outlined above, LAN proposes a lump sum fee of \$32,147 including all expenses.

SCHEDULE

We anticipate delivering a draft report six weeks after receiving notice to proceed (NTP). We propose a one-week review and comment period by the County and an additional week to issue the final report. Once the County has reviewed the findings and selected the desired solution and

2925 Briarpark Drive • Houston, Texas 77042-3720 • 713.266.6900 • Fax: 713.266.2089 • www.lan-inc.com

Mr. Gilbert Jalomo
Emergency Power System Study – Ft. Bend County Sheriff's Office
November 8, 2010

services, LAN will provide a proposal for creating construction documents and providing construction services as needed to complete the project.

ASSUMPTIONS


The proposed cost of services is based on the following assumptions:

1. Existing drawings and data provide adequate information for making electrical determinations.
2. No more than four site visits for inspections, meetings, etc.

* * *

We appreciate the opportunity to propose our services. Please contact our project manager, Jeff Thomas, at 713.821.0414 or me at 713.821.2274 if you have any questions.

Sincerely,
LOCKWOOD, ANDREWS & NEWMAN, INC.



Jon D. Jelinek, PE
Team Leader

cc: Project File, Opportunity File

ACCEPTED BY CLIENT:

For: _____

By: _____

Title: _____

Date: _____

APPROVED:

LOCKWOOD, ANDREWS & NEWMAN, INC.

By: _____

Title: _____

Date: _____



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

Statement of Qualifications to Provide
Emergency Power Review Consultant Services

August 5, 2010

Q10-114

Gilbert D. Ialomo, Jr.,
County Purchasing Agent
Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Dear Mr. Ialomo:

Recognizing Fort Bend County's commitment to its citizens through fiscal responsibility and quality services, Lockwood, Andrews & Newnam, Inc. (LAN) has assembled a team of experienced professionals to provide emergency power review consultant services to the County. Our team includes LAN's proven experts in electrical and power generation, distribution, planning, and maintenance services with recent, applicable experience and successfully completed similar services.

Experienced Leadership

For this effort, LAN commits the experience and knowledge of **Jeff Thomas, PE, CEM, CEA**, as project manager. Mr. Thomas has over 25 years of experience as a project manager, energy manager, and electrical engineer, having developed and assessed electrical systems and energy programs for large commercial, industrial, and municipal clients. Mr. Thomas has direct experience working with municipal officials and staff to ensure that all parties' concerns are addressed and that every project provides the maximum value for the County, as proven through his current role as project manager for an extensive series of energy audits for Fort Bend County facilities.

Industry Experts

LAN is a leader in providing innovative, cost-effective, and thorough electrical services, including backup generator and emergency power projects. The firm's specialties include all the major elements of successful electrical power projects, including system analysis, preliminary engineering, detailed design, and construction documents and construction phase services. Our municipal clients trust LAN to not only provide quality services for contracted projects, but also to serve as a trusted advisor available to answer industry questions and provide needed support.

National Experience with Local Knowledge and Commitment

LAN is a Houston-headquartered, national engineering firm offering planning, engineering and program management services and is consistently rated in the top 100 A-E firms by *Engineering News-Record* magazine. As a subsidiary of Leo A Daly, one of the largest planning, architecture, engineering and interior design firms in the United States, LAN has access to the expertise of more than 1,100 professionals in 25 offices in 21 cities worldwide. LAN prides itself in providing needed services to the communities and states in which our employees live and work. Our Houston headquarters sets an example as a firm with commitment to local commerce and public involvement, having provided support to cities, counties and other local entities on key energy, engineering and planning projects that are critical to the region's future growth. This experience ranges from on-site emergency response to the University of Texas Medical Branch (UTMB) at Galveston to assess and design repairs for damages caused by Hurricane Ike, to on-call services to government, educational, and health care facilities, including Fort Bend County.

LAN looks forward to providing quality emergency power review services to Fort Bend County and its citizenry through the successful completion of this contract. Should you have any questions, please contact our project manager, Mr. Thomas, at 713.821.0414 (office), 832.493.7543 (cell) or by e-mail at JRThomas@lan-inc.com. We look forward to hearing from you.

Sincerely,

Jeffrey R. Thomas, PE, CEM, CEA
Project Manager

2925 Briarpark Drive, Suite 400 • Houston, Texas 77042 • P: 713.266.6900 • F: 713.266.2089 • www.lan-inc.com

Vendor Information

Lockwood, Andrews & Newnam, Inc. (LAN)
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713.266.6900
Telephone Number

713.266.2089
Facsimile Number

2925 Briarpark Drive, Suite 400
Complete Mailing Address (for Correspondence)

Houston, Texas 77042
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Jon D. Jelinek, Team Leader Principal-in-Charge
Authorized Representative and Title (printed)

JDJelinek@lan-inc.com
Authorized Representative's Email Address


Signature of Authorized Representative





UNDERSTANDING SCOPE OF WORK



"Our firm has a rich and wonderful history. Looking back is important; looking forward is more so. We cannot affect what has already happened; we greatly affect what will."

-Dennis Petersen, LAN President

INTRODUCTION TO LAN

Lockwood Andrews & Newnam, Inc. (LAN) is a Texas-based, full-service engineering company headquartered in Houston with offices in six other locations across Texas including Bryan, Dallas, Austin, and San Antonio. LAN is one of the most respected and experienced engineering firms in Texas and has a staff of more than 320 professional, technical and support personnel. Our service offerings include planning and project, program, and construction management services. Disciplines include electrical, mechanical, plumbing, structural, civil, energy consulting, commissioning, retro-commissioning, environmental, and construction inspection.

LAN has maintained our Houston headquarters office since 1935. Here we have the in-house expertise to successfully develop and implement a wide range of engineering projects including energy and facility audits. We are able to fully staff assignments under this request for qualifications (RFQ) upon notice to proceed and throughout assessment and analysis of the project. Armed with proven results, LAN proposes a team with the personnel, resources, and experience to successfully complete the emergency power review services.

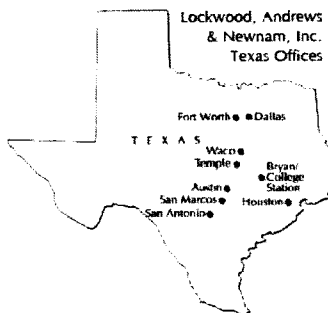
UNDERSTANDING

Detention facilities present unique challenges for design, construction, and operation. Often power distribution is given a backseat to more visible concerns, security, heating and cooling, and other issues.

LAN is intimately familiar with power distribution in specialized facilities requiring emergency and backup power systems not normally found in a typical commercial building. By conducting a thorough audit of the existing facility's power distribution system and interviewing key County personnel, LAN will provide a recommendation to facilitate the continued operation of the jail during times of power disruption. LAN is sensitive to the scheduling and security issues surrounding detention facilities and will coordinate all activities with the controlling agencies to ensure all parties are aware of the audit process well in advance of the actual audit.

The work breakdown structure for this project may include, but not be limited to:

- Review utility data to determine total facility demand.
- Inventory existing standby supplied loads.
- Identify existing loads currently not served by standby power needing to be moved to standby power.
- Categorize loads as either motor or non-motor loads.
- Identify large and largest motor loads for starting considerations.
- Nameplate data for most equipment is sufficient for calculating load information. Some loads may be measured, electrical current draw, to provide additional information.
- Measurements that may require shutdown or interruption of service will need to be coordinated with the affected departments.



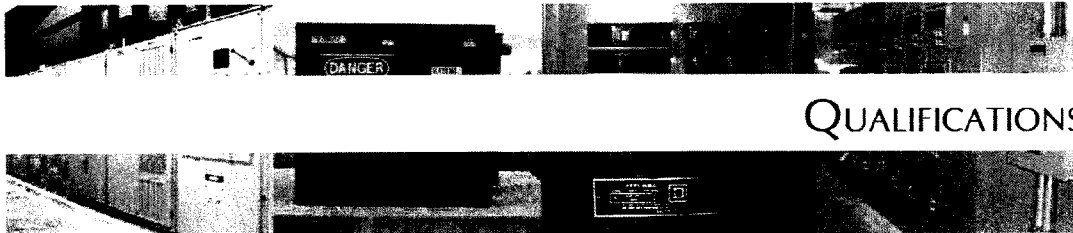
- Create an electrical model of the standby power system.
- Model startup scenarios to ensure proper continuous operation and provide load sequencing options
- Interview key personnel to discuss fuel options, generator location, and operational issues.

The recommendation will encompass more than just a generator sizing chart, but must also include a discussion about what parts of the facility will be protected from power failure and how they will be protected. Computer operations require a different strategy than emergency lighting and cell block controls and each must be addressed accordingly. How the facility expects to re-start after a power failure can have significant impact on the cost of the solution recommended. During discussions with the County, the idea

of having the entire facility seamlessly switch to standby power versus non-critical systems failing during an outage will be reviewed to help craft the recommendation and the final construction estimate.

Continued operations will provide for the safety of the inmates and guards as well as provide peace of mind for the commissioners and citizens of Fort Bend County. Additionally, a fully operational detention facility can operate as a command center for law enforcement officials during natural disaster events, allowing them to better support the citizenry in times of need.

An excerpt of the requested sample report is provided in the appendix. The full report was not included due to page limitations but can be provided upon request.



QUALIFICATIONS

"In particular, I want to compliment the engineering firm of Lockwood, Andrews & Newnam, Inc. for their professional engineering services... They are a very forward thinking engineer that has a commitment to accurate, cost effective, hands on support for this type of project."

—Charles Howard, President, Eagle Contracting, L.P., February 13, 2008

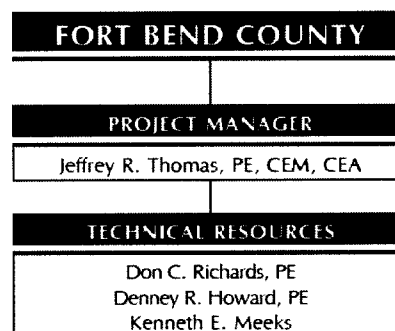
OVERVIEW OF QUALIFICATIONS

Lockwood, Andrews & Newnam, Inc.'s (LAN) reputation and expertise in electrical and emergency power projects is directly related to the quality and experience of our people. Our approach is to provide strong project management to lead a team of the most capable discipline leaders and provide Fort Bend County with results that accomplish project goals in a cost-effective and timely manner. The following lists LAN's overall qualifications to perform the required work under this contract:

- Implemented solid state electronic (soft) starters to reduce generator capacity and implementation costs.
- Conducted studies on, and provided generator sizing recommendations for 12 sites in past 4 years.
- Recently conducted energy audit of this facility, which gives LAN a unique insight into its systems and operations.
- Extensive experience in the last five years specifically in water plants, wastewater plants, Customs and Border Patrol (CBP) detention centers, and Texas Department of Transportation (TxDOT) facilities.
- Staff members have an average of 23 years of experience in hospitals, schools, office buildings, universities, and fire and police stations.

PROJECT TEAM AND RESUMES

We understand that providing quality services and deliverables requires a project team organized with clearly defined lines of reporting and a depth of qualified professionals. The following graphic depicts our proposed project team organization for this contract, with brief resumes provided on the following pages.





JEFF THOMAS

**26 Years of Experience
2 Years with LAN**

Education

*2007, M.S., Architectural Engineering,
University of Kansas*

*1983, B.S., Electrical Engineering, Texas
A&M University*

**JEFFREY R. THOMAS, PE, CEM, CEA
Project Manager**

Registrations/Certifications:

- *Professional Engineer, Texas #77216*
- *Certified Energy Manager (CEM)*
- *Green Building Engineer (GBE)*

As an experienced project manager, energy manager, and electrical engineer, Mr. Thomas is responsible for overall coordination, schedules and priorities at project sites. He has direct overview of the preparation of engineering drawings, specifications and shop drawings to ensure code and regulation compliance, sound engineering practices, methods and incorporation of the client's requirements. Mr. Thomas is responsible for overall electrical engineering on selected projects. In addition, he offers 26 years of experience in project management, the design of facility upgrades and new facilities and equipment. Mr. Thomas also has proven experience providing energy audits and related services.

Immigration and Customs Enforcement (ICE) El Centro Service Processing Center Generator Replacement, Imperial, California

Under the project management of Mr. Thomas, *LAN generated a recommendation for installing generators to provide backup power for the ICE processing center (jail)*. To generate our report, LAN performed a site visit to El Centro California, to interview personnel and review building functions, operations, electrical loads, existing generators, and other key systems and components. Mr. Thomas then created an electrical model of the existing facility, as well as created a generator loading and sizing model for

each building or groups of buildings. He then coordinated with generator vendors on multiple fuel options for equipment (natural gas, diesel, dual-fuel). Mr. Thomas reviewed site plans for generator locations, existing utilities, the electrical distribution systems to provide input of modifications required to support new generators. He summarized findings and recommendations in a comprehensive report to the client.

TxDOT South Harris County Emergency Power Projects, Harris County, Texas

Mr. Thomas served as project manager and electrical designer for the *design of emergency generator systems for TxDOT facilities*. The purpose of this effort was to provide a permanently mounted diesel generator with a transfer switch to maintain power to the facility during a power outage to allow the facility to continue operating and provide necessary services during a power outage of indefinite duration. Power flow modeling and generator sizing software was employed to ensure proper equipment selection.

Specialized Technical Assistance to Complete Energy Audit for Energy Efficiency Conservation Block Grant Program (EECBG), Fort Bend County, Texas

LAN was recently selected to perform professional energy audit, analysis, and corrective action recommendation services for Fort Bend County. As project manager, Mr. Thomas will lead a team of field auditors in the performance of Level II American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) audits and subsequent report and recommendation development for **40 Fort Bend County buildings**.



**138-kV Substation Expansion,
Bayport Terminal Phase I
Program Management, Port
of Houston Authority (PHA),
Houston, Texas**

Mr. Thomas coordinated and managed the creation of a bridging package to allow PHA to let a design-build (D-B) project. This project expanded the substation to a full 5-breaker, 138-kV ring bus configuration with 3 25-MVA transformers supplying 3 distinct 12.47-kV buses. Additional switching in the substation allows for N+1 redundancy to assure uninterrupted service to port facilities. Mr. Thomas provided conceptual, one-line, design and technical details necessary for a detailed design to be performed. LAN coordinated with Centerpoint Energy to ensure that the design met standard CNP substation requirements. LAN is providing pre-bid, pre-construction and contract administration support as this project is constructed.

**ETAP® Modeling, Bayport Terminal
Phase I Program Management,
PHA, Houston, Texas**

Mr. Thomas managed the subcontractor responsible for creating the detailed model of the Bayport facility's electrical systems. He was responsible for quality assurance and quality control (QA/QC) of the initial model as well as validating the base conditions for load-flow, short-circuit, protective device coordination and arc flash studies. LAN is responsible for maintaining and distributing the model to future design subcontractors performing additional design work at the Bayport facility. LAN will validate new designs with the model and advise on the potential impact to the existing electrical systems.

**La Quinta Container Terminal
Substation and Distribution,
Port Corpus Christi, Corpus
Christi, Texas**

Mr. Thomas is designing the 12.47-kV electrical distribution system for the container terminal as well as guiding and coordinating with a consultant in the design of a 25-MVA, 138-kV switchyard and substation. This system will utilize a four-breaker ring bus to provide N+1 redundancy for the medium-voltage distribution system.

**Armed Forces Reserve Center
(AFRC) East, Ellington Field
Phase II, Houston, Texas**

As lead electrical engineer on the team, Mr. Thomas was responsible for the overall power distribution design for the seven buildings in the project, as well as design of the medium-voltage site distribution system. Mr. Thomas supervised the work of two electrical EITs and two electrical designers who performed component placements, circuiting, lighting design and other related tasks. He also directly conducted load-flow, short-circuit, protective device coordination and arc-flash analyses for the project.

**Calexico Border Patrol Station
Domestic Water Supply Permit,
Calexico, California**

LAN serves as a subconsultant to F.W. Kessler & Associates on this project for the U.S. Army Corps of Engineers (USACE). As project manager, Mr. Thomas provides overall coordination with USACE, the Department of Homeland Security (DHS), the special water consultant and the LAN Kessler internal team. In addition, he provides electrical design for infrastructure supporting a canal-fed packaged water treatment plant and distribution system.



DON RICHARDS

**30 Years of Experience
3 Months with LAN**

Education
*B.S., Mechanical Engineering, Southern
Methodist University, 1981*

DONALD C. RICHARDS, PE
Senior Electrical Engineer

Registrations/Certifications:

- Professional Engineer, Texas #61525

Mr. Richards recently joined LAN as the senior project manager for electrical engineering with almost 30 years of electrical engineering expertise. He has managed a diverse range of mechanical, electrical, and plumbing (MEP) efforts and projects including those for commercial, industrial, health care, and higher education facilities, as well as managed facility commissioning projects.

Fort Bend County Energy Audits, Fort Bend County, Texas

LAN was recently selected to perform professional energy audit, analysis, and corrective action recommendation services for Fort Bend County. A team of field auditors performed Level II American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) audits, plumbing audits, and electrical lighting audits. Mr. Richards' responsibilities for this project varied from field team leader to mechanical, electrical, and or plumbing discipline engineer for the review. In addition, he served as a senior technical resource for the project. As a mechanical and electrical engineer, Mr. Richards accompanied the team in the field and reported out on the MEP systems in buildings. His report varied as to the discipline, depending on the requirements for each facility. The audit generated reports and developed recommendations for energy-saving projects with return on investment (ROI) statement for **40 Fort Bend**

County buildings. The County has the option to move the projects forward.

Standby Generator Project for Deer Park Independent School District (ISD), Deer Park, Texas

Mr. Richards served as project manager and engineer-of-record for various elementary school projects in Deer Park ISD. As such, he and his team **added standby generators to six schools** in Deer Park (Carpenter, Parkwood, Dabbs, Deer Park, Deepwater, and San Jacinto Elementary Schools).

Chevron Briarpark UPS Study and Replacement, Houston, Texas.

As project manager, Mr. Richards conducted an **Uninterruptible Power Supply (UPS) reliability study** for Chevron's Briarpark facility to assist the company in understanding, assessing, and developing various alternatives to improve the system's reliability. After the study, he also provided MEP engineering for the replacement of the UPS.

The University of Texas M.D. Anderson Cancer Center Fannin Holcombe Building Lighting Study, Houston, Texas

As project manager, Mr. Richards provided plans and specifications for corrective work for lighting along the path of egress that was restricted by the available generator power. Miscellaneous sprinkler head relocations and additions were also provided.



DENNEY HOWARD

28 Years of Experience

5 Years with LAN

Education

**1981, B.S., Electrical Engineer, Texas
Tech University**

DENNEY R. HOWARD, PE
Electrical Engineer

Registrations/Certifications:

- Professional Engineer, Texas #60234

Mr. Howard has more than 28 years of experience in the engineering design of electrical, controls, instrumentation, and site electrical utility systems. His broad range of responsibilities has encompassed the roles of chief electrical engineer, multidiscipline project manager, senior lead electrical project engineer, and multidiscipline construction manager. His project skills include specification writing, cost estimation, quality control auditing, scheduling, field investigation, and code documentation research. He has experience in a diverse range of projects and market sectors in both new and renovation construction.

**Beaumont Wastewater Treatment
Plant (WWTP) Emergency
Generator System, Beaumont, Texas**

LAN provided electrical engineering and construction phase services for the **addition of two generators: one 1.5-MW generator at 13.2 kV and one 1-MW generator at 480 V.** As project manager and lead electrical engineer, Mr. Howard supervised load, voltage drop, fault current, and overcurrent device coordination calculations. He was responsible for production of final design documents and assisted the City during the bidding period by answering bidder questions and evaluating bids to determine recommendations for the City's use in determining the successful bidder. During construction, he managed the construction phase for the City, responsible for reviewing shop drawings, requests for information (RFI), construction progress, pay applications, startup, and commissioning.

**West Harris County Regional
Water Authority (WHCRWA) Pump
Station Design, Houston, Texas**

As lead electrical engineer, Mr. Howard supervised the design of medium-voltage power, low-voltage power, lighting, and fire alarm systems for a new 20-mgd water pumping station. The design included coordination with CenterPoint Energy to provide a dual-electrical service, which served 5-kV main-tie-main vacuum breaker switchgear. Since this facility needs to remain in service during emergency events, the facility was **designed with two large, 2,000-kW, standby, diesel-engine generator sets.** The design also included two 650-hp, medium-voltage variable frequency drives (VFD) and four 650-hp, medium-voltage solid-state drives.

**Southwest Pump Station and Ground
Storage Tank, Lubbock, Texas**

As lead electrical engineer, Mr. Howard supervised the design of low-voltage power, instrumentation and control, lighting, and fire alarm systems for a new 14-mgd water pumping station serving the western portion of the City of Lubbock and Lubbock County. The design included coordination with Lubbock Power and Light to provide electrical service to the facility. Since this facility needs to remain in service during emergency events, it was **designed with a large, 1,200-kW, standby diesel-engine generator set.** The design also included two 150-hp, medium-voltage VFDs and two 250-hp, medium-voltage solid-state drives. Mr. Howard also provided the design of the instrumentation, control and SCADA systems for the pump station. The SCADA system incorporated a radio telemetry system to allow the pump station to communicate with the City's existing SCADA communication system.



KENNETH MEEKS

**8 Years of Experience
2 Years with LAN**

Education

2002, B.S., Electrical & Computer
Engineering, Ohio State University

**KENNETH E. MEEKS
Electrical Designer**

Mr. Meeks, a seasoned construction manager and electrical designer, is responsible for the overall coordination, schedules and priorities on the project site. He has direct review and construction experience using engineering drawings, specifications and shop drawings to ensure code and regulation compliance, sound construction practices, methods, and incorporation of the client's requirements.

Fort Bend County Energy Audits, Fort Bend County, Texas

LAN was recently selected to perform professional energy audit, analysis, and corrective action recommendation services for Fort Bend County. A team of field auditors performed Level II American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) audits, plumbing audits, and electrical lighting audits. Mr. Meeks served as the field superintendent for the audit team. The audit generated reports and developed recommendations for energy-saving projects with return on investment (ROI) statement for 40 Fort Bend County buildings. The County has the option to move the projects forward.

Bayport Facility Electrical Master Plan, Port of Houston Authority (PHA), Texas

Mr. Meeks served as an electrical designer in the master planning phase of PHA's Bayport facility. Duties included review of all design documents, development of facility standards (both construction and design), and coordination between contracts.

Bayport Phase 1 Radiation Portal Monitoring (RPM)/VIS Installation, PHA, Texas

Mr. Meeks assisted in the VIS addition to the original RPM package. He performed routine inspections of the site during construction, both as a designer and program manager.

RPM Systems Installation, Various Sites, Texas

LAN is providing construction management for the installation of RPMs at various locations including nine sites at the Port of Houston, one at the Port of Galveston, and one at Port Freeport. Mr. Meeks provided construction management at the Manchester, Empire, Greensport, and Galena Park Terminals.

Seventy-five years of innovative and quality engineering and architecture practice has made LAN an industry leader and a preferred provider of design services for many of our federal, municipal and private industry clients. As a result, over 80% of LAN's work is for repeat clients.

STAFFING AVAILABILITY AND WORKLOAD

CORPORATE STAFFING

Headquartered in Houston, Texas, LAN has over 320 employees in 13 offices nationwide. LAN has the resources available to provide effective services under this contract. As a subsidiary of Leo A Daly, LAN has access to the expertise of more than 1,100 professionals in 25 offices, in 21 cities worldwide. LAN is fully able to perform the required services and any additional services requested by Fort Bend County.

FIRM WORKLOAD

LAN has adequate staff currently available to meet the needs of your project. Our workload and staff utilization analysis indicates that we can accommodate about 8.7% more work at our current staffing level. This is equivalent to 24 production people immediately available to work on new projects. Additional current staff will come available for assignment to new projects every week as existing projects wind-down.

Our project manager, Jeff Thomas, currently manages the Fort Bend County contract and project work for energy audits of County facilities. This work is in the final reporting stages and will be completed just as the emergency power review contract begins, *making Mr. Thomas and his team fully available to perform all services under this contract with no delays.*

We can also quickly ramp-up our staffing to meet the needs of large projects of any size. We maintain a very aggressive new hire recruiting program managed by a full-time professional recruiter and supported by an experienced human resources department. We are currently screening over 4,500 resumes and we are in direct contact with over 1,000 qualified new hire candidates.

PROVEN ABILITY TO PERFORM EFFECTIVELY AND TIMELY AT THIS LEVEL OF SERVICE

In the last three years, LAN's electrical team has analyzed facilities and recommended over **15 MW in standby and emergency generator capacity**. The majority of our installations are mission critical facilities, such as detention centers and water and wastewater treatment plants in which loss of service is intolerable and would have great impact on the community.