

ARF-3921

REGULAR SESSION AGENDA

Date: 06/07/2011

Automated Logic 2nd Amendment

Submitted For:

Don Brady

Item #: 25. B.

Facilities Management & Planning

Submitted By: Laura Dougherty,
Facilities
Management &
Planning

Department: Facilities Management & Planning

Type of Item: Discussion Item

**Renewal Agreement/
Appointment:**

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y/N?: Y

Information

SUMMARY OF ITEM

Take all appropriate action on the Second Amendment to the Energy Retrofit agreement between Fort Bend County and Automated Logic Contracting Services, Inc in the amount of \$19,150.00 with a total project amount not to exceed \$1,042,800.00

SPECIAL HANDLING

Fiscal Impact

ACCTG UNIT or GRANT/PROJ NAME: Grant Funded

ACCT NAME or GRANT/PROJ ACTIVITY: EECBG

BUDGETED Y/N: Y

FISCAL SUMMARY:

Attachments

Link: Automated Logic 2nd Amendment

6-13-11 3 origs. ret. to Laura at Facilities

FM 110722

STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

SECOND AMENDED AGREEMENT FOR ENERGY EFFICIENCY
RETROFIT SERVICES - PROJECT NO. 1
RFP 10-122

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and AUTOMATED LOGIC CONTRACTING SERVICES, INC. hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

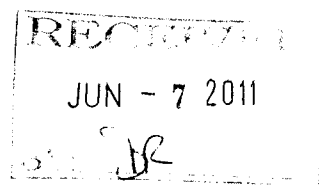
WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Energy Efficiency Retrofit Services dated December 7, 2010, (collectively, the "Agreement") and a First Amendment on May 3, 2011, (collectively, the "First Amendment") attached hereto as Exhibit B & C, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated May 12, 2011, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. An additional amount not-to-exceed \$19,150.00 shall be available for additional services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$1,042,800.00, which includes the original scope of work under the Agreement, additional services under the First Amendment and the additional services described in Exhibit A.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this Second Amendment and the Agreement and prior Amendment(s), the provisions of this Second Amendment shall prevail.

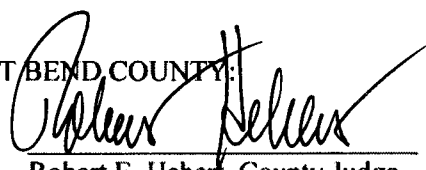
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EXECUTION


This Second Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

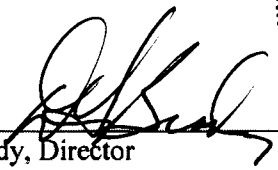
By: 
Robert E. Hebert, County Judge

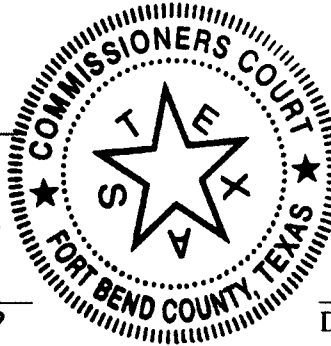
Date: June 7, 2011

ATTEST:


Dianne Wilson, County Clerk

APPROVED:

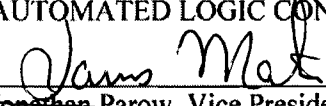
By: 
Don Brady, Director
County Facilities Management
& Planning Department



Date 6/07/11

CONTRACTOR:

AUTOMATED LOGIC CONSULTING SERVICES, INC.


Jonathan Parow, Vice President
JAMES MARTIN, OPERATIONS Mgr.
MER:Automated Logic Contracting Services.FMP.AMEND.3952

6/6/2011
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,042,800.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: Contractor's Proposal dated May 12, 2011
Exhibit B: Agreement dated December 7, 2010
Exhibit C: First Amendment dated May 3, 2011

EXHIBIT A



May 12, 2011

Scott Hagan
Fort Bend County
900 Morton St. Suite A
Richmond, Texas 77469

Dear Scott,

We appreciate the opportunity to provide Fort Bend County with a proposal to implement energy conservation measures at the County Clerk. We will provide an installation of the Automated Logic system to more effectively operate the mechanical and electrical systems and provide additional capabilities of facility monitoring via the new energy management system. Pricing is inclusive of the following: wiring, material, installation labor, checkout labor, project management and engineering.

General Scope of Work:

- We will provide and install new energy management controls for the (4) RTH's. All existing control end devices will be replaced but existing control wiring will be reused where feasible.
- We will incorporate the existing pulse KWH meter to monitor the building electrical summary.
- We will provide graphical representations of the building floor plans and various systems controlled via the energy management system.
- We assume all equipment is working. If mechanical or electrical equipment is found that is not working or functioning properly, Automated Logic-Houston will report it but not be responsible for repairing.
- We will have access to mechanical rooms and unoccupied spaces during traditional working hours.
- We will provide and install on-line as-built's for these facilities which can be accessed via the WebCTRI system at anytime.

Project Price County Clerk: **\$12,150.00**

Thanks again for this opportunity. Please do not hesitate to contact me if you have any questions.

Sincerely,

Jeff Neal
Senior Account Executive

4107 New West Drive Pasadena, Texas 77505 281.837.0777 Phone 281.837.1132 Fax

FM102646

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT FOR ENERGY EFFICIENCY RETROFIT SERVICES
PROJECT NO. 1
RFP 10-122

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and AUTOMATED LOGIC CONTRACTING SERVICES, INC. hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide services related to the Facilities Energy Efficiency Retrofit Project #1 consisting of four (4) sub-projects to capture the potential Energy Conservation Measures (EMC) identified in a recent Energy Efficiency & Conservation Block Grant (EECBG) energy audit for certain facilities located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and

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

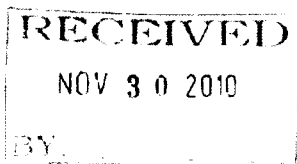
NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Contractor shall provide services for the Project in four (4) sub-projects, as follows: (1) Cooling Tower, Chiller and ancillary equipment replacement at the George Memorial Library; (2) Chiller and ancillary equipment replacement at the William B. Travis Building; (3) Lighting controls and occupancy sensors at the George Memorial Library and William B. Travis Building; and (4) Building systems re-commissioning at the George Memorial Library and William B. Travis Building.

SECTION II
CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor shall provide the services detailed Contractor's Response to RFP 10-122, a select portion of which is attached hereto as Exhibit A. Contractor's complete response to RFP 10-122 is hereby incorporated by reference as if set forth herein verbatim for all purposes.
- 2.02 Contractor agrees to complete the services called for in Exhibit A on or before June 30, 2011.
- 2.03 A Waste Stream Management Plan shall be submitted by Contractor to County for approval prior to the commencement of any retrofit work, as detailed in Exhibit B attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.



- 2.04 All Davis Bacon Act Guidelines apply for the Project including, but not limited to, the following:
- A. Signage must be placed on site before work begins indicating that this is an EECBG Project utilizing Davis Bacon Act Guidelines;
 - B. Weekly certified payroll must be presented to County no more than 7 days after each payday documenting adherence to the Davis Bacon labor rates;
 - C. Total hours worked must be presented to County with each invoice with documentation of the actual on-site start date as well as the on-site completion date, when applicable.
 - D. The total number of jobs created for this project must be submitted with the final invoice.
 - E. All on-site employees must be ready for any impromptu on-site Davis-Bacon survey inquiring of their knowledge that this is a project under Davis Bacon Guidelines, and they (*the employees*) are aware that their personal rate adheres to the Davis Bacon Act guidelines.
- 2.05 All Buy American guidelines apply to the Project. Documentation such as cut sheets and manufacturers' specifications must be presented to County before any equipment is ordered to ensure that all purchases adhere to the Buy American guidelines.

SECTION III CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section IX, County shall pay to the Contractor an amount not to exceed \$1,010,050.00, detailed as follows:
- A. \$919,800.00 - Amount bid under RFP 10-122
 - B. \$80,250.00 - Optional Pricing
 - C. \$10,000.00 - Owner's Contingency, to be utilized only by County through the Director of Facilities Management & Planning.
- 3.02 Contractor shall submit invoices to County 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 Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice. Reimbursable expenses shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.
- 4.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for

- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications 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
INSURANCE AND BONDS**

- 5.01 Contractor shall obtain and keep in full force and effect until completion of the Project the insurance coverages hereinafter specified herein. Such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.
- 5.02 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Contractor as the named insured and County as additional insured with the following coverages and limits:
- | | |
|--|-------------|
| A. General Aggregate | \$2,000,000 |
| B. Products Completed Operation Aggregate | \$2,000,000 |
| C. Personal Advertising Injury Limit | \$1,000,000 |
| D. Each Occurrence Limit | \$1,000,000 |
| E. Fire Damage Limit (any one fire) | \$50,000 |
| F. Medical Expense Limit (any one person) | \$5,000 |
- 5.03 Such insurance shall contain blanket contractual coverage, shall be written on Insurance Services Offices approved occurrence form and shall also provide the following protection:
- A. premises/operations coverage;
 - B. broad form property damage liability coverage
 - C. completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
 - D. XCU coverage;
 - E. independent contractors and employees as additional insureds;
 - F. contractual liability coverage.
- 5.04 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Project, with Contractor as the named insured, and County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 5.05. Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas state coverage for all persons or entities employed by Contractor and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of the County.
- 5.06. Umbrella Liability Insurance. Umbrella liability insurance naming Contractor as the named insured and County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.

5.07. Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.

(A) Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

(B) Duration of the Project - includes the time from the beginning of the Project until Contractor's work on the Project has been completed and accepted by County.

(C) Persons providing services on the Project. ("Subcontractor" in section 406.096 of the Texas Labor Code) includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent general contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(D) Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

(E) Contractor must provide a certificate of coverage to County prior to the commencement of work on the Project.

(F) If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

(G) Contractor shall obtain from each person providing services on the Project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(H) Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

(I) Contractor shall notify County in writing by certified mail or personal

delivery, within 10 days after Contractor knows or should know, of any change that materially affect the provision of coverage of any person providing services on the project.

(J) Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. (This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.)

- 5.08 Every policy referred to in this Agreement shall (i) provide that no material change, cancellation or termination shall be effective until at least 30 days after written notice thereof has been received by Contractor and County; (ii) provide that such insurance shall not be invalidated by any act or negligence of Contractor or County, or any subcontractors or any person or entity having an interest in the Project, nor by any foreclosure or other proceedings or notices thereof relating to the Project, nor by any change in title to or ownership of the Project; and (iii) include a waiver of all rights of subrogation in favor of Contractor and County.
- 5.09 All insurance required by any provision of this Agreement shall be in such form and shall be issued by such responsible companies licensed and authorized to do business in the State of Texas as are acceptable to Contractor. Any insurance company rated at least "A" as to management and at least "Class XII" as to financial strength in the latest addition of Best's Insurance Guide, published by Alfred M. Best Co., Inc., 75 Fulton Street, New York, New York (or any successor publication of comparable standing) shall be deemed a responsible company and acceptable to Contractor.
- 5.10 Prior to commencement of work on the Project, Contractor shall furnish insurance certificates evidencing the coverages required under this Agreement to County, which shall clearly indicate that the insurance required to be obtained hereunder has been obtained in the type, amount and classification as herein required. County shall have the right, upon prior notice and during business hours, to review certified true copies of the insurance policies maintained pursuant to this Agreement.
- 5.11 Contractor shall furnish a payment bond with good and sufficient surety or sureties payable to County and intended for the use and protection of all contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work on the Project. Contractor shall also provide a performance bond with good and sufficient surety or sureties for the faithful performance of the Agreement and to indemnify County for damages occasioned by a failure to perform the work on the Project or for failure to perform the work on the Project within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of County.
 - A. The surety must be one that is licensed to do business in the State of Texas, and must be acceptable to County. Each bond shall be in an amount equal to 100% of Contractor's compensation.
 - B. Bond Requirements. The performance bond and payment bond shall identify the Principal (Contractor) and Surety with County. The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture,

unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of County will be for informational purposes only. The Principal and the Surety must separately sign the bond. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to County, and shall be delivered to the County Project Manager of within thirty (30) calendar days after execution of this Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

- C. Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to County, which in any event, must be a surety company listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested in any litigation against County. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

SECTION VI WARRANTY

- 6.01 All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty, hereinafter referred to as "Warranty Period." Contractor shall be an authorized dealer, distributor or manufacturer for all products.
- 6.02 Contractor shall, for the protection of County, obtain from all vendors and subcontractors guarantees with respect to the machinery, equipment, and materials, used and installed as a part of the Project, which guarantees shall be in form and content consistent with those prevailing in the applicable industry and which shall be made available to County to the full extent of the terms thereof. Contractor shall use its best efforts to obtain guarantees which extend to the expiration of Warranty Period or for such longer period of time as may be obtainable from such vendors and subcontractors and shall specify that same shall be enforceable by and for the benefit of County. All materials and equipment are subject to inspection by County at all times. No inspection or other action by County shall release any vendor or subcontractor from its duty to conform to final specifications nor shall any inspection or other action or lack thereof release any vendor or subcontractor from any warranty or guarantee. The failure of County to inspect shall not constitute a waiver of the right to reject the material or equipment for defective workmanship or material.

- 6.03 Contractor guarantees that the Project will be free from any defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Project. Provided the County notifies Contractor of such a defect prior to the end of Warranty Period, Contractor will promptly correct at no cost to County, any defect in or damage to the Project or any part thereof arising or resulting, directly or indirectly, from any defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by County, have another correct any such defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Project.

SECTION VII INDEMNIFICATION

- 7.01 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING DIRECTLY OR INDIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES, ANY OF CONTRACTOR'S SUBCONTRACTORS, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS AGREEMENT, IF ANY SUCH CLAIM OR LIABILITY ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY, THE LIABILITY OF CONTRACTOR UNDER THE FOREGOING INDEMNITY SHALL BE REDUCED ON A PRO RATA BASIS SUCH THAT IT WILL NOT INCLUDE THE PORTION OF HARM PROVEN TO ARISE FROM OR OTHERWISE ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- 7.02 Contractor shall be responsible for all risk of loss to all materials delivered to the Project and all materials and equipment incorporated into the Project. Contractor shall provide continuous and adequate protection of the Project and site, the property and adjacent property of County or Contractor constituting the Project site. Contractor shall be obligated to replace or repair any (a) materials, equipment or supplies which are, or are to become, a permanent part of the Project or temporary or existing facilities whether Contractor owned or leased or furnished by Contractor or County or (b) supplies and materials which are lost from the Project site, damaged or destroyed on the Project site, however such loss or damage may occur unless the same results from the negligence or willful misconduct of County or its officers, directors, employees or agents.

SECTION VIII NOTICE

- 8.01 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 the County or the Contractor at the addresses set forth below.

- 8.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 8.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to the Contractor:

Automated Logic Contracting Services, Inc.
4107 New West Drive
Pasadena, Texas 77507
Attn: Jonathan Parow, Vice President

- B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

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

Facilities Management and Planning Department
Don Brady, Director
301 Jackson
Richmond, Texas 77469

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

SECTION IX LIMIT OF APPROPRIATION

- 9.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$1,010,050.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 9.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$1,010,050.00.

SECTION X SUCCESSORS AND ASSIGNS

- 10.01 County and Contractor 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.

- 10.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 10.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION XI PUBLIC CONTACT

- 11.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 11.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed for 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 XII COMPLIANCE AND STANDARDS

Contractor shall use its best efforts and perform all services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best standard of care provided by contractor on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder.

SECTION XIII OWNERSHIP OF DOCUMENTS

- 13.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and subcontractors (deliverables).
- 13.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 13.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 13.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 13.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 13.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XIV MODIFICATIONS

This instrument 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 XV
MISCELLANEOUS

- 15.01 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.
- 15.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 15.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract 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; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 15.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.
- 15.05 County's RFP 10-122 attached hereto as Exhibit C is hereby incorporated by reference as if set forth herein verbatim for all purposes.

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SECTION XVI
EXECUTION

This Agreement shall not become effective until executed by County.

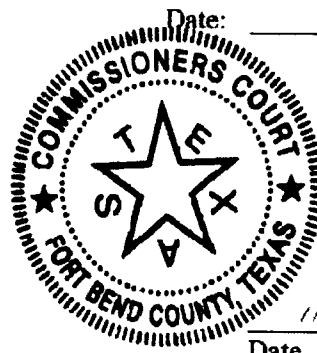
FORT BEND COUNTY:

By: [Signature]
Robert E. Hebert, County Judge

Date: 12-7-16

ATTEST: [Signature]
Dianne Wilson, County Clerk

APPROVED: [Signature]
By: [Signature]
Don Brady, Director
County Facilities Management
& Planning Department



11-30-16
Date

CONTRACTOR:

AUTOMATED LOGIC CONSULTING SERVICES, INC.

[Signature]
Jonathan Parow, Vice President

11/30/16
Date

TODD SEARCY
MER: Automated Logic Contracting Services.FMP.3952

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,010,050.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

[Signature]
Ed Sturdivant, Fort Bend County Auditor

Attachments:

- Exhibit A: Contractor's Response to RFP 10-122
- Exhibit B: Requirements of Waste Management Plan
- Exhibit C: County's RFP 10-122
- EXHIBIT D: CONSEQUENTIAL DAMAGES

EXHIBIT A

Proposal for
Facilities Energy Efficiency
Retrofit Project #1
RFP 10-122



Prepared for Fort Bend County
Prepared by Automated Logic – Houston

September 23, 2010



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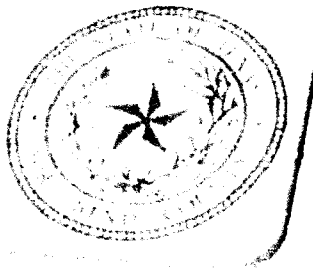
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Proposal for:

Fort Bend County

Facilities Energy Efficiency Retrofit Project #1

RFP 10-122



Proposer:

Automated Logic – Houston

4107 New West Drive

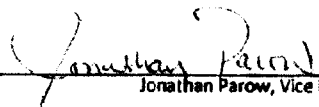
Pasadena, Texas 77507

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Jonathan Parow, Vice President

Vendor Information

Automated Logic Contracting Services, Inc.

Legal Name of Contracting Company

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

281-837-0777

Telephone Number

281-837-1123

Facsimile Number

4107 New West Drive

Complete Mailing Address (for Correspondence)

Pasadena, Texas 77507

City, State and Zip Code

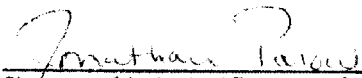
Complete Remittance Address (if different from above)

Jonathan Parow, Vice President

Authorized Representative and Title (printed)

jonathanp@uescontrols.com

Authorized Representative's Email Address



Signature of Authorized Representative

Proprietary Information

This response includes data that shall not be disclosed outside Fort Bend County and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with the submission of this response Fort Bend County shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit Fort Bend County's right to use information contained in this response if it is obtained from another source, without restriction. This data is not to be distributed or shared with those outside of Fort Bend County without consent of Automated Logic - Houston.

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Section 1: Scope and Strategy

General Scope Definition

The proposal submitted by Automated Logic – Houston is inclusive of energy conservation measures and equipment replacement as identified by the scope of work in RFP 10-122 issued by Fort Bend County. Each of the elements of the work is designed to reduce the overall demand-side energy consumption and/or improve the environmental conditions of the facilities. Considering the RFP is not inclusive of an engineering design we have taken assumptions and based our pricing on these assumptions. Should we be selected as the Energy Services Implementation Firm we recommend that Fort Bend County and Automated Logic – Houston have further discussions defining the scope of work and implementation procedures. Considering this is an RFP after having these discussions there is the potential for pricing modifications similar to that of a design-build agreement.

Energy Management System – HVAC Equipment

We will provide a full-featured and robust web enabled energy management system with the scalable power to handle your existing portfolio of facilities and growth potential in the future. The particular installations at the George Memorial Library and William B. Travis Building will be integrated into the existing WebCTRL system/database that is being installed at the new Fort Bend County Justice Center. This system would provide local facility control with energy dashboards for real time indication of performance as well energy reports showing usage and costs allowing for local strategies to be implemented and savings to be measured and verified. Automated Logic's WebCTRL Facility Management System is a full-featured robust solution which combines the best in DDC control, systems integration and monitoring capabilities while providing detailed information in an easy to use format. Inherent within the Automated Logic system is the ability to monitor measure and maintain the comfort levels of the facility while operating in the most energy efficient manner possible. With the use of the environmental and energy dashboards corporate responsibility is proven to their customers by showing a balance of energy efficiency with human comfort in all facilities.

Automated Logic's WebCTRL is a building automation system that offers an intuitive user interface and powerful control features. Your building can be accessed from anywhere in the world using a standard web browser, eliminating the need for special software on the workstation. Through a browser you can access all building management functions including:

- setting and changing schedules,
- adjusting setpoints and other control properties,
- graphically trending important building conditions,
- viewing and acknowledging alarms, and
- running preconfigured and custom reports on energy usage, occupant overrides, tenant billing, and much more. (With WebCTRL's spreadsheet-style report generator, you can create your own reports with ease.)

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Detailed Energy Management System – HVAC Scope of Work

- We will replace the existing CSI system at both of the facilities included in the RFP. Much of the existing infrastructure including conduit and wire will be reutilized. New Automated Logic panels and controllers will be installed adjacent to the existing EMS panels. We will not demo the panels because those will be utilized as a junction box with wire terminal blocks to the new EMS equipment.
- All control end devices including relays, status input devices, immersion sensors, temperature sensors, damper actuators and other peripheral devices.
- The existing pneumatic control valves and pneumatic-to-electric transducers will be reutilized. Alternate pricing is provided under the pricing section of the proposal to replace all control valves and valve actuators if desired by Fort Bend County.
- The new energy management system will include return air CO2 sensors which will enable the use of demand control sequence of operation thus providing additional KWH savings.
- We will replace the existing building KWH meters with new Shark 200 meters. These meters are revenue grade with an accuracy of .2%. The Modbus software integration between the meter and the WebCTRL system will allow Fort Bend County to monitor and trend data such as: KWH's, phase voltage, phase amps, total watts, total VARs, power factor, phase angles and other miscellaneous electrical data.
- For the supply fans that are on emergency power at the William B. Travis facility an emergency power source for the EMS shall be available for the EMS controller associated with the fans.
- We will develop a new sequence of operations to control the existing VFD's associated with the air handling units at George Memorial Library. In cooling mode when the zone temperature(s) are above setpoint (adjustable) the VSD will modulate between 50 to 60 Hz to satisfy the Zone temperature. In heating mode when the zone temperature(s) falls below setpoint (adjustable) the VSD will run at 50 Hz until the zone temperature sensor has returned to normal.

Mechanical System Modifications Scope of Work

William Travis Building

- We will remove/replace existing Trane RTAA Air Cooled Chiller and provide/install a Carrier 30RB-1706-00-73 Air Cooled Chiller. This replacement chiller is a nominal 170-ton Air Cooled Chiller that matches the existing Carrier chiller replaced in 2009. It has a multiple compressor design that utilizes the same R-410a refrigerant. All required piping and pipe insulation is included in this chiller change out. The Carrier Aquasnap chiller will conform to current ASHRAE design specifications for Houston area. The new chiller

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will rest on the existing roof curb/supports and will not require roof work. The chiller will be provided with the following accessories:

- Freeze protection
- Suction line insulation
- Single point power
- Coil trim panels
- Standard 1st year parts and labor warranty with factory start-up ** Extended warranties will be offered as an option/alternate.
- All required electrical connections and conduit modifications will be provided by Automated Logic.
- All new piping will use insulation materials conforming to code and utilize aluminum cladding covers with stainless steel banding.
- The Carrier Aquasnap design is ideal for a facilities department that relies on its own HVAC maintenance staff for facility repairs. The modular scroll compressor design also eliminates the need for a crane or special tools to remove/replace a compressor, and allows the use of the existing elevator to facilitate the change out.
- Automated Logic plans to remove/ install this chiller during a Sunday or other non court day in order to close the side street next to the building to facilitate the crane location for the lift. This off-hour installation will minimize any disruption to Court and building operations. Automated Logic will acquire all necessary permits to close the street during the lifting procedure. No additional building shut down will be required for the installation.

George Washington Library

The work at the George Library will be performed at a time that will least effect the operation of the Library. A shut-down will be required to remove/install the cooling towers if the outside ambient temperatures exceed 70 F. A two day or weekend shut down would be required.

- We will remove/replace existing YORK chiller and provide /install Carrier 30HXC146RY-6-AA Water Cooled Screw Chiller. The replacement chiller is a nominal 145-ton twin screw compressor design. The chiller will be provided with the following accessories:
 - Minimum load control (hot gas bypass)
 - Y-Delta starter
 - Dual circuit- Twin compressor
 - Insulation kit (economizer and heads)
 - Control transformer
 - Standard 1st year parts and labor warranty with factory start-up ** Extended warranties will be offered as an option/alternate.

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- We will remove/replace the existing EVAPCO cooling tower with a BAC PT2-0709A-2H2 dual cell cooling tower with the following accessories:
 - 720 USGPM of water from 96 F to 86 F with 80 F entering air wet bulb temperature
 - Two 5HP fan motors; totally-enclosed, fan cooled (TEFC), inverter duty motors with (2) VFD's
 - CTI Certified Thermal Performance
 - Steel Panels and Structural Elements are Constructed of Heavy Gauge Galvanized Steel. ** Stainless steel panels will be offered as option/alternate.
 - Standard unit meeting IBC Compliance
 - Fan and drive Driven by the BAC Drive System
 - Wet Deck PVC Film Wet deck materials and drift eliminators
 - End inlet with end outlet
 - Mechanical vibration cut-off switch
 - (2) Inclined ladders
- Provide and install (1) chemical feeder pot in the condenser loop
- Provide and install (2) chilled water supply pumps with VFD rated motor
- Provide and install (1) condenser water pump with VFD rated motor
- Provide and install (1) hot water circulating pump with VFD rated motor

Energy Management System – Lighting Controls & Occupancy Sensors

Our plan is to install two different types of lighting control in each of these facilities. Both facilities may be broken down into two different types of areas; common and non-common. Common areas are larger areas where multiple people may occupy the area on a regular basis, as well as the areas where the lights need to remain on during specific times. The common areas are to be enabled and disabled by way of a lighting relay panel. These panels are to be located in the electrical rooms adjacent to the electrical distribution panels and give Fort Bend County the flexibility to schedule these lights on/off via their Automated Logic WebCTRL system. During after hour's operation, these areas will have the ability to be overridden by schedule or local override button.

Local override buttons will be installed in strategic locations within the facilities giving the occupants after hour's operation abilities as needed. The second method of control is local occupancy sensors and lighting relay control to be located in the non-common areas. Non-common areas are smaller areas where the lights may be turned off when the space is vacant. These occupancy sensors are local sensors that will turn lights on and off based on occupancy within the space. The second option provides Fort Bend County with the option to not only allow local control via the occupancy sensors but allowing enabling and disabling of the lights via the WebCTRL system.

Operationally each of these facilities will be given new controllable features. Each of the building's lighting systems will now be able to be scheduled on and/or off by building, specific areas or customizable groups. This new scheduling feature will allow enabling and disabling of existing light switches, allowing for a timed sweep of all or some of the lights. Within the energy management system, Fort Bend County will be able to identify areas that are scheduled on/off for HVAC and lighting. Controllability is the biggest addition with lighting relay panels. Customizable control strategies as well as ongoing feedback will allow energy savings to be maximized. No emergency lights will be turned off at any time. Emergency lights will not reside on the control system as it is vital for those lights to remain in their current control state.

The biggest single energy cost in commercial and institutional buildings is the lighting load as noted by the United States Department of Energy. Each facility will be given great opportunity to be tuned and run more efficient with the addition of both lighting relay panels and occupancy sensors. Occupancy sensors provide obvious value on most energy conservation projects. Fort Bend County has a substantial opportunity to take advantage of these savings, as both of these facilities have numerous areas where occupancy sensors will maximize the efficiency of the lighting runtime in those areas.

In common areas where occupancy sensors would not be as practical, low voltage relay panels will control the lights giving the county the ability to schedule the lights and optimize the runtime within those areas. The scheduling ability will allow Fort Bend County to make sure all normal powered lights are off when the lights are supposed to be off while still giving to occupant the ability to locally switch the lighting fixtures. Occupancy sensors will ensure that any non-common area will not be energized unless occupied. Low voltage relay panels and occupancy sensors will provide substantial opportunity for energy savings versus the current electrical lighting control design.

Detailed Lighting Control Scope of Work

Pricing for this scope of work is based upon our professional assessments in order to reduce electrical demand and increase building operational efficiency. Assessments have been determined based upon the RFP guidelines, facility assessments and electrical drawing analysis.

- We will provide and install Automated Logic Lighting modules for this project. Totalling 7 lighting relay panels containing a total of 117 relays for the George Memorial Library, and 16 lighting relay panels containing a total of 66 relays William B. Travis Courthouse. These modules will consist of onboard relays that make and break each lighting circuit individually.
- The user interface will enable Fort Bend County to schedule the lighting control system via the Automated Logic energy management system.
- We will provide controls for all lighting circuits in this facility, excluding emergency lighting circuits. These controls will consist of full control of every lighting circuit per panel allowance.
- We will make or break lighting circuits in the electrical rooms only.

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- These lighting panels will be provided and installed by Automated Logic - Houston.
- All wiring, low voltage and line voltage, will be provided and installed by Automated Logic - Houston.
- Providing and installing low voltage override buttons in various places throughout this facility.
- Providing and installing occupancy sensors in non-common areas not to exceed 60 occupancy sensors in the George Memorial Library and 215 occupancy sensors in the William B. Travis courthouse.
- We will provide and install all necessary network wiring for communication to all low voltage lighting relay panels to ensure cohesive network continuity with the energy management.
- We will provide graphics for the lighting similar to the typical HVAC graphics that are used in most instances. Additionally there will be area and floor level graphics that indicate which rooms are scheduled occupied and/or unoccupied which can be easily identified via color segmentation.
- Automated Logic - Houston assumes all lights are working. If any of the lights are not working, Automated Logic - Houston will not be responsible for repair or replacement.

General Contract and Project Guidelines

- The pricing submitted is contingent upon being awarded the total sum of scope of work at each facility. This was done to create synergies and economies of scale for each particular facility. Should Fort Bend County elect to only approve and/or select Automated Logic – Houston for one particular scope of work at a selected building (i.e. Lighting Controls George Memorial Library) pricing is subject to change for that particular scope of work.
- Should Automated Logic – Houston be selected as the Energy Services Company the contractual agreement should be based upon an AIA A101 Standard Form of Agreement between Owner/Contractor. If an alternative agreement form is utilized the terms and conditions.
- On the pricing form item #4 which states Building Systems re-commissioning, George Memorial and William B. Travis is inclusive of the scope of work provided under item #1 and item #2. The new energy management system requires a commissioning process and the new equipment installed will undergo a formal start-up process. If Fort Bend County desires to have a 3rd party commissioning agent or have an official testing and air balance those will need to be added to the project at a later date if deemed necessary.
- Sales taxes are excluded from pricing.
- A Payment and Performance Bond will be issued by or Surety upon final contract scope and pricing negotiations.

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Description of Contract Process

Engineering and Design The hallmark of the Automated Logic - Houston Team design engineering is a strategy that emphasizes continuity and quality control through each project phase. Our design team is comprised of some of the most experienced controls application and energy engineering professionals in the industry. We have a full complement of engineering staff in all disciplines required to design complete projects in-house. The team of professionals will provide a detailed engineering design and submittal prior to commencing construction. This final design will result in beneficial value for both Fort Bend County and Automated Logic and be the basis to begin the project installation. Upon final design selection, the construction team will also preorder long lead-time items as needed to meet project timelines. There will also be a strong interface between the design and construction teams.

Design Matrix Development The initial step is to establish design criteria—to build the foundation of formats, conventions, and global assumptions for the remainder of the design work. The design team will conduct a project programming analysis that will include a cursory study describing, critiquing, and evaluating various design parameters. The team will prepare a report defining the design criteria based upon the RFP assumption for review and concurrence by facility personnel. Although much of this work will have been completed during the survey phases, we will confirm and/or add to the database such that the capacities and equipment will be quantified and basic control strategies established for all systems.

Individuals will be assigned to teams working on specific energy conservation measures with explicit responsibilities for interface management as such relationships are revealed during the process. Specialists may be added to the teams as needed, but the core design group will remain intact throughout. The design team leader will manage team interactions and assign liaison responsibility.

The design team objectives will be to provide state-of-the art designs with selection of systems that feature optimal cost-performance resulting from efficiency, maintainability, reliability, and ease of operation.

Construction The Project Manager will ensure continuity from initial project design through construction, commissioning and system turnover. He will be responsible for the accomplishment of all of the key elements required - ensuring a successful project implementation and performance of the improvements. He works with our project development team and contractors to develop the energy services project with an eye on constructability. This experienced professional will be responsible for the accomplishment of all of the key elements required to ensure successful project implementation and performance of the improvements. The Project Manager will schedule all project meetings including an Initial kick off meeting with Fort Bend County personnel. During the kick off meeting we will review the project objectives, timelines and obligations of each party to ensure the project success. Specific discussion items for the kick off meeting include, but are not limited to:

- Review of the scope of work and preliminary project schedule
- Project contact information for Fort Bend County, Automated Logic and any subcontractors
- Security issues, access to all areas included in scope of work
- Work hours for site personnel and contractor staff
- Site safety plan
- Fort Bend County requirements for all subcontracting personnel accessing Fort Bend County facilities
- Hazardous areas in the facilities
- A plan to handle hazardous materials that may be affected
- Required permits
- Fort Bend County concerns, Automated Logic concerns
- Anticipated project impacts during construction (what can you expect)
- Staging areas, material storage, lockable space
- Discussion of any unique site specific requirements

Once all energy conservation measure designs have been developed, the Project Manager will then begin the implementation of the project in a collaborative effort with the site personnel. Project management procedures employed by the Automated Logic Team at a minimum include the following:

- Adherence to Texas statutes and regulations.
- Project Manager directs the subcontractors work schedules based on coordination meetings with Fort Bend County.
- Project Manager requires sub-contractor(s) to submit status report.
- Project Manager conducts construction meetings with staff and Fort Bend County personnel. Updates include work completed and schedule "look ahead's" to keep Fort Bend County informed of the next affected areas.
- Project Manager generates Meeting Minutes from the weekly construction meeting and distributes electronically to the Fort Bend County Project Team. In order for these minutes to become accepted by the team, a positive response from a Fort Bend County representative within five business days of transmittal would be requested unlike the standard practice which is to accept no response as acceptance as fact.
- Project Manager schedules informal kick-off meetings with a representative for each affected building and coordinates future work with this individual as the "primary point of contact" for that facility.
- Project Manager tracks all material and labor on a daily and weekly basis and reports project progress to Management via Percent Complete Reporting this same information is used for accounting and invoicing Fort Bend County.

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- **Project Manager** inspects work during site visits and reviews work. All deficiencies and punch list items are noted at this time.
- **Project Manager** documents all changes to the work and receives appropriate approvals before initiating any changes to the scope of work.
- **Project Manager** red lines documents and generates the project "As-Builts", which are provided to Fort Bend County in the project turnover package.
- **Project Manager** coordinates all commissioning and initiates training procedures.
- **Project Manager** oversees the preparation of all operations and maintenance documentation.

All punch list issues will be resolved prior to final acceptance of the project by site staff. Completed as-built drawings, operations and maintenance manuals, and any other pertinent documents will be submitted and approved as part of the commissioning and turnover. All such procedures outlined in the performance contract will be strictly observed. Temporary facilities established at the site will be removed, and all aspects of the facility restored to their original condition.

Several construction management tasks are worth special note, since they are key to a smooth implementation phase. The following describes our approach to specific tasks in managing construction activities that will ensure that the final product meets the design intent with seamless communications between the Automated Logic Team and Fort Bend County.

Communication. Successful project site management depends on effective communication between Fort Bend County and the Automated Logic Team. Our site management approach emphasizes frequent streamlined communication as the basis of effective project management to minimize disruption to Fort Bend County operations. We will ensure that Fort Bend County staff is consulted appropriately on all significant issues in a timely and efficient manner. A lead Automated Logic Team staff member will be designated for communication with specific Fort Bend County team members during each phase of the work to ensure that Fort Bend County representatives are not overwhelmed by separate communications from multiple team members.

Project communications will primarily rely on project meetings and minutes of these meetings representing the project record. Additional communications are issued as needed by the Senior Project Manager or individuals as necessary. Additional communications would involve activities such utility interruptions required for interconnections, milestones verifications and commissioning witness testing to name a few. More frequent e-mail updates can also be provided at the request of Fort Bend County.

The Automated Logic Team and its subcontractors carefully schedule and track the performance of projects so that timely purchase and delivery of material and equipment is ensured and adequate manpower and resources are available as needed. Software utilized for project scheduling includes Microsoft Project, as well as self-developed databases and

spreadsheets. All project related documentation and correspondence is maintained and organized in a standardized fashion within a "job folder" housed on our network. Project Managers will also rely on our real-time project cost management database to ensure the project remains on-time and on-budget.

Key milestones, such as obtaining permits and host facility approvals, are given equal weight to the more labor intensive tasks, since they can impact the overall project duration. Scheduling and frequent auditing for compliance with the anticipated project construction plan is a major focus of the construction management staff. Deviations from the schedule are quickly detected and swift corrective action taken as necessary to restore the schedule. The careful attention to scheduling allows for anticipation of delays and development of a work around plan to minimization of their effects.

Along with general project scheduling, the Automated Logic Team and its subcontractors are able to make maximum use of the scheduling process to generate:

- Manpower utilization schedules
- "Value earned" profiles for establishment of percent completion payments
- Purchasing schedules
- Design schedules
- Submittal/approval schedules
- Commissioning schedules

The sequence and timing of subcontractor efforts is carefully tracked, especially when there is interdependence between trades. The construction site manager or his assignee will keep daily logs of personnel on site, changes or directions issued, and construction activity completed.

We know from experience how critical timing is to the successful completion of an energy savings project. Our construction management process therefore incorporates careful tracking of the following time-related elements:

- Subcontractor pre-qualification process is completed prior to final design to allow them maximum input into the design and construction process and fully integrate their skills and experience with the other team members early on.
- Project management techniques are used to track purchase and delivery of materials and key milestones such as obtaining permits and host facility approvals. They also ensure that adequate manpower and resources are available when they are needed.
- Sequence and timing of subcontractor efforts are carefully tracked, especially when there is interdependence between trades.
- Progress meetings are convened on a regular basis, both within the Automated Logic Team and with the facility in order to manage properly and keep all interested parties informed of critical dates.

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- A commissioning plan is reviewed with all subcontractors before construction is underway so they know what will be required of them regarding start-up, performance testing, training, and documentation. Commissioning can then proceed smoothly and in parallel with construction activities, without causing delays.

Safety. The Automated Logic Team makes safety the highest priority. It is the first of five “value drivers” or metrics that we use to gauge the overall performance of our company on an ongoing basis. As energy services industry leader, we have worked on numerous local projects and are familiar with local code compliance.

The Automated Logic’s project managers are responsible for the strictest level of adherence to safety codes to ensure the safety of all employees, subcontractors, Fort Bend County and other site personnel. In the regular project management meetings that will take place throughout energy conservation measure installation, safety will be among the primary topics. The bottom line in this regard is that the Automated Logic Team doesn’t just talk about safety, but rather it is an integral part of our culture and daily business practices. Our core assumption is that all incidents are preventable and we are intent on maintaining the safest possible environment and avoiding the human tragedy and costly delays that could result from safety breaches.

Flexibility. As emphasized throughout this proposal, the Automated Logic Team’s approach is flexible. Just as we encourage flexibility and collaboration in the development process, so do we exercise flexibility when it comes to inclusion of non-energy saving capital improvements within projects as well as other types of owner participation. In fact, as a service provider within various Maintenance Repair and Rehabilitation programs the Automated Logic Team has amassed millions of dollars in project experience with design build projects that do not necessarily include energy efficiency measures. In addition, we’ve had numerous projects where our customers were so comfortable with our professionalism that they award the Automated Logic Team follow-up work – some energy related and some not.

Submittal Drawings. As-built submittal drawings will be provided for mechanical, lighting and energy management systems installed in Fort Bend County facilities as defined by the scope of work. Final As-Built drawings for lighting and energy management systems will include room-by-room summaries (pre- and post-installation), facility floor plans with the Automated Logic Team’s print number area references.

Equipment Manuals. Both operating and maintenance manuals will include all necessary manufacturers’ details, service manuals, and part lists. The construction team will provide all necessary installation data and documentation. Where applicable, documentation will be provided in an electronic format.

Warranties. The Automated Logic Team will warrant that the design, engineering, and installation services it performs are consistent and comply with good engineering practices, and that the work is free of defect in materials and workmanship for a period of one year.

Manufacturers' warranties that exceed the Automated Logic Team's stated warranty are assigned in all instances where the manufacturer allows for such transfer. Fort Bend County may purchase extended warranty coverage for equipment installed under its agreement with the Automated Logic Team. The Project Manager will review each equipment warranty and verify that all requirements to keep the warranty valid are clearly stated. This approach allows Fort Bend County the ability to maintain accurate and current maintenance records and incur lower maintenance costs.

Commissioning: The Automated Logic Team provides comprehensive project oversight and quality control to support effective and appropriate commissioning. A detailed Commissioning Plan describing specific team members, tasks, schedules, and coordination of the commissioning efforts will be submitted during the construction process.

The Automated Logic Team will focus commissioning efforts on the planned energy conservation measure goals. The approach that the Automated Logic Team uses for commissioning is an extension of our site management approach. It is based on a project team organization that requires the input of all functional areas of the team. The Commissioning Team, led by the Lead Technician, will consist of the Automated Logic Team project implementation staff and members of each relevant construction discipline. Manufacturer's representatives and subcontractors are routinely included in the team to assist in performing certain startup and testing procedures.

Key Fort Bend County personnel will be encouraged to participate on the Commissioning Team to coordinate activities, leverage commissioning efforts for training purposes, and witness tests. It is beneficial for operational personnel to participate in commissioning activities as they provide an ideal opportunity to become familiar with how each energy conservation measure should be operated to meet the design intent. As a result, facility personnel will be more likely to utilize the operational features of installed equipment to their fullest.

Specific commissioning procedures vary depending on energy conservation measure technologies, equipment types, and applications involved. These specifications are developed to answer basic questions for each energy conservation measure component or task included in the project. For example:

1. Do the products and components installed meet the intent?
2. Were the products and components installed in accordance manufacturer's recommendations?
3. Are the products and components capable of meeting their published performance criteria?
4. If the energy conservation measure is a system of several products and components, is the integrated system installed in accordance with the intent of the energy conservation measure?

5. If the energy conservation measure is a system of several products and components, are the integrated components interacting in accordance with the intent of the energy conservation measure?
6. Does the facility personnel training program include all items that need to be discussed and reviewed with facility personnel in order for the retrofits to continue to perform?

Commissioning guidelines are developed by the Automated Logic Team using an approach customized to the complexity of each energy conservation measure and the technology involved. Team members will use these guidelines to coordinate individual commissioning tasks and ensure that appropriate commissioning exercises are performed. In addition to individual component testing, commissioning activities will include system level testing to ensure that all energy conservation measures included in the project scope perform together to meet the design intent.

Operations and Maintenance The Automated Logic Team will provide a maintenance program as desired by Fort Bend County, for all equipment installed under this project. The maintenance strategy will be based on cost-effectiveness while ensuring that equipment remains in optimal operating condition through the application of sound preventative and predictive maintenance programs. The Automated Logic Team will work directly with Fort Bend County to determine the best training for the Fort Bend County staff. Our preventative maintenance program / training will provide for equipment to be serviced at predetermined intervals, usually as recommended by the equipment manufacturer.

Predictive maintenance, on the other hand, is a function of factors, such as equipment loading, run times, and observed wear. Our role as one of the nation's most experienced ESCOs, and as an owner and operator of central energy plants for a variety of facilities, has enabled us to become expert at developing maintenance plans that will help provide reliable operation with minimal downtime and operational disruption. The base scope of work is not inclusive of a maintenance agreement but can be included at a later date based upon needs of Fort Bend County.

Training: Education efforts will be directed toward staff and facility personnel. Ultimately, all parties need to work together to ensure that the installed energy conservation measures deliver improved comfort, reliability, and energy savings on a sustained basis.

All training will be provided on site using actual energy conservation measure equipment. The only exception would be training provided at specific classes offered by equipment vendors or other specific classroom environment training which will be conducted at the local office of Automated Logic - Houston. In addition to formal training, the Automated Logic Team staff will be available during the contract duration to answer questions by facility personnel as they arise. Where appropriate, field training will be scheduled at the manufacturer's training facility, if needed. The training will be delivered by the Automated Logic Team engineers, project managers, and manufacturer's representatives.

Training can be provided at any frequency Fort Bend County requests. The Automated Logic Team would recommend at a minimum interaction during commissioning, hands on and classroom training at construction completion, and repeat hands on and classroom training after six months of installation. This provides Fort Bend County staff the ability to work with the equipment and provide feedback / questions during the training.

Automated Logic – Houston Backlog: Over the past three years Automated Logic – Houston has constantly had double digit revenue and backlog increases year of year. Whereas some organizations have had to downsize during the recent economic recession our organization has had consistent organic growth due to expertise in demand side energy reduction while improving the occupant environmental conditions.

| Year | Backlog | Revenue |
|------|--------------|--------------|
| 2007 | \$11,600,000 | \$26,100,000 |
| 2008 | \$14,000,000 | \$30,500,000 |
| 2009 | \$23,300,000 | \$38,100,000 |
| 2010 | \$30,500,000 | |

We attribute our success to the Core Values which remain true today, since they were establishment in 1980 which are:

1. Quality of Life For Our Employees
2. Exceeding Customer Expectations
3. Decisions Based On Long Term Profitability
4. Premier Products and Services

Number of Employees: Currently Automated Logic – Houston employs 157 individuals of whom 24% percent have tenure of 10 plus years. For this particular project Automated Logic anticipates there being 12 people working directly on this energy conservation project. Indirectly we will have approximately seven individuals who support the project team. Those functions will include disciplines such as project coordination, shipping/receiving, accounting, information technology to name a few. Additionally we will employ subcontractors who will perform work such as piping modifications, electrical installation and crane operation to set new mechanical equipment.

Key Project Personnel: Perhaps the greatest strength that the Automated Logic - Houston Team brings to Fort Bend County is our people, their experience, and our regional and national capabilities. We ensure the success of our projects by attracting and retaining the top talent in the industry and have available for this project, a solid multidisciplinary team of seasoned professionals. Many of the members of this team have more than 20 years of individual experience and have worked together on other energy conservation project. Individual project roles, education, and project experience are defined on the following page.

1-14

AUTOMATEDLOGIC
HOUSTON

Fort Bend County RFP 10-122
Facilities Energy Efficiency Retrofit Project #1

| INDIVIDUALS WITH PRIMARY RESPONSIBILITY | |
|---|---|
| Task and Phase | Individual(s) with Primary Responsibility |
| Senior Account Executive | Jeff Neal |
| Senior Engineering Design | Mark Leland |
| Operations Manager | James Martin |
| Project Manager | John Kriston |
| Project Manager | Robert Groover |
| Mechanical Systems Manager | Warren Walden |
| Lighting Systems Manager | Quanah Martin |
| Contract and Scope Negotiations | Jeff Neal |

Section 3: Schedule

Automated Logic – Houston is prepared and able to execute the energy conservation measures identified by the request for proposals within a timeframe that permits adequate installation practices to ensure the objectives of energy reduction are achieved. We have a consistent and long-term track record of being able to perform some of the most complex retrofit applications while staying focused on the objective of energy conservation and improving the occupant environment. This can be substantiated by our client list which is primarily comprised of repeat customers. Annually, 80% to 85% of our revenue comes from these repeat clients. If our execution strategies, professionalism, management skills or technical abilities were subpar we would not be able to maintain a consistent customer base. Provided within the response is a preliminary project schedule for the use of the evaluation team.

3.1

AUTOMATED LOGIC
HOUSTON

Fort Bend County RFP 10-122
Facilities Energy Efficiency Retrofit Project #1

County Buildings' Retrofit Pricing Form



Energy Efficiency & Conservation Block Grant (EECBG) Fort Bend County Building Retrofit Project Phase I

- | | |
|--|--|
| 1. Cooling Tower, Chiller and Auxiliary equipment replacement, George Memorial Library | \$ <u>343,600.00</u> |
| 2. Chiller and auxiliary equipment replacement, William B. Travis Building | \$ <u>327,600.00</u> |
| 3. Lighting controls and occupancy sensors, George Memorial and William B. Travis | \$ <u>248,600.00</u> |
| 4. Building systems re-commissioning, George Memorial and William B. Travis | Requires further discussion (see pg. 2 of 6) |

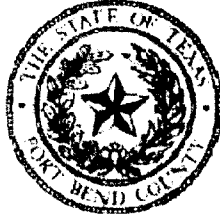
Authorized Name: Jonathan Parow
Title: Vice President of Sales
Company Name: Automated Logic Houston
Address: 1107 New West Drive
Pasadena TX 77507
Authorized Signature: [Signature]
Date: September 23, 2010

Section 4: Additional Pricing

Below is additional scope of work options available to Fort Bend County that are long-term value enhancements for review by the evaluation committee.

1. At George Memorial Library to add a stainless steel sump to the galvanized cooling tower add \$9,800.
2. At George Memorial Library to change the tower selection to a complete stainless steel configuration add \$25,200.
3. At George Library there is the option of purchasing a 2 - 5 year warranty on the chiller compressors (parts only). Add \$3,200.
4. At William Travis there is the option of purchasing a 2 - 5 year warranty on the chiller compressors (parts only). Add \$3,400.
5. If there is a desire to replace the pneumatic control valves at George Memorial Library and the William Travis building add \$55,000. This scope of work includes valve replacement with electric actuators and re-insulation.

Federal Wage Certificate
Form No. 10



Energy Efficiency & Conservation Block Grant (EECBG)
Fort Bend County Building Retrofit Project Phase I

I, Jonathan Perow certify that all employees and
subcontractors employed and utilized by our company for the RFP 10-122
Fort Bend County EECBG Project are paid the appropriate federal wage determination for the
job(s) they perform.

Company Name: Automated Logic Houston

Address: 1107 New West Drive

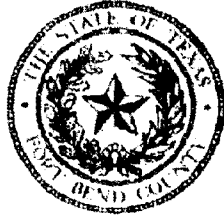
Pasadena TX, 77507

Signature: [Signature]

Date: September 23, 2010

Witnessed by: [Signature]

Buy American Certificate



Energy Efficiency & Conservation Block Grant (EECBG)
Fort Bend County Building Retrofit Project Phase I

I, Jonathan Parow certify that all Products and materials purchased for the
RFP-10-122 Fort Bend County EECBG Project are American
made.

Company Name: Automated Logic-Houston

Address: 4107 New West Drive

Pasadena TX, 77507

Signature: [Signature]

Date: September 23, 2010

Witnessed by: [Signature]

AUTOMATED LOGIC[®]

HOUSTON

4107 New West Drive
Pasadena TX 77507
Ph: (281) 837-8777
Fax: (281) 837-1123

October 20, 2010

Fort Bend County
900 Morton Street Suite A
Richmond, TX 77469

Re: RFP 10-122 – Optional Scope of Work

Mr. Hagen:

In addition to the original proposal submitted by Automated Logic – Houston the following optional scope of work items are submitted as optional scope items for your consideration.

1. At George Memorial Library to add a stainless steel sump to the galvanized cooling tower. Add \$9,800.
2. At George Library there is the option of purchasing a 2 – 5 year warranty on the chiller compressors (parts only). Add \$3,200.
3. At William Travis there is the option of purchasing a 2 – 5 year warranty on the chiller compressors (parts only). Add \$3,400.
4. If there is a desire to replace the pneumatic control valves at George Memorial Library and the William Travis building add \$55,000. This scope of work includes valve replacement with electric actuators and re-insulation.
5. Upgrade the chiller coil package at William Travis to include E-Coat coating on chiller coils. Add \$8,850.

The total sum of the optional scope of work items is \$80,250. Should you have any questions please feel free to contact me.

Regards,
Jeff Neal

4107 New West Dr. • Pasadena, Texas 77507 • 281-837-8777 Phone • 281-837-1123 Fax • www.automatedlogic.com

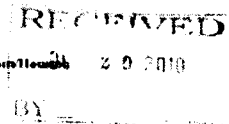


Exhibit B

1 CONSTRUCTION WASTE MANAGEMENT PLAN

Company Name:

Contact Person:

Address:

Telephone #:

Project Location:

Contractor:

Contact Person:

Telephone #:

Recycling Coordinators:

Architect:

Contact Person:

Telephone #:

Designated Recycling Coordinators:

Project Description:

Waste Management Goals:

- This project will recycle or salvage for reuse a minimum of XX% by weight of the waste generated on-site.
- Waste reduction will be achieved through building design and reuse and recycling efforts will be maintained throughout the construction process.

Waste Prevention Planning:

- Compliance with Fort Bend County's Solid Waste District's mandatory recycling requirements for businesses. Recyclables include
 - newspaper
 - corrugated cardboard
 - white and colored office paper
 - glass bottles and jars
 - metal cans
- Compliance with Fort Bend County's and Texas's Landfill Bans, i.e. no disposal of tires, appliances, yard waste, mandatory recyclables, hazardous waste, batteries, fluorescent tubes and large metal items.
- Project Construction Documents – Requirements for waste management which will be included in all work. The General Contractor will contractually require all subcontractors to comply with the mandatory recycling requirements. A copy of this Construction Waste Management Plan will accompany all Subcontractor Agreements and require subcontractor participation.
- The Construction Waste Reduction Plan shall be implemented and executed as follows and as on the chart:
 - Salvageable materials will be diverted from disposal where feasible
 - There will be a designated area on the construction site reserved for a row of dumpsters each specifically labeled for respective materials to be received
 - Before proceeding with any removal of construction materials from the construction site, Recycling Coordinators will inspect containers for compliance with Fort Bend County requirements.
 - Wood cutting will occur in centralized locations to maximize reuse and make collection easier

- o Hazardous waste will be managed by a licensed hazardous waste vendor

Communication & Education Plan:

- The General Contractor will conduct an on-site pre-construction meeting with subcontractors. Attendance will be required for the subcontractor's key field personnel. The purpose of the meeting is to reinforce to subcontractor's key field employees the commitments made by their companies with regard to the project goals and requirements

Waste separation and recycling activities will be discussed at the beginning of each weekly subcontractor

| Material | Quantity | Disposal Method | Handling Procedure |
|--|----------|---|--|
| Land clearing debris | | Keep separate for reuse and or wood sale | Keep separated in designated areas on site. |
| Clean dimensional wood and pallet wood | | Keep separate for reuse by on site construction or by site employees for either heating stoves or reuse in home projects Recycle at: Env. Drop Off Center. Cost = No charge | Keep separated in designated areas on site. Place in "Clean Wood" container. |
| Plywood, OSB, particle board | | Reuse, landfill | Keep separated in designated areas on site. Place in "Trash" container. |
| Painted or treated wood | | Reuse, landfill | Keep separated in designated areas on site. Place in "Trash" container. |
| Concrete | | Recycle | |
| Concrete Masonry Units | | Keep separate for re-use by on-site construction or by site employees Recycle at: Env. Drop Off Center | Keep separated in designated areas on site |
| Metals | | Recycle at: Env. Drop Off Center | Keep separated in designated areas on site. Place in "Metals" container |
| Gypsum drywall (unpainted) | | Recycle with supplier Example: Env. Supply - Rosenberg Env. Trades - Rosenberg | Keep scraps separate for recycling - stack on pallets in provided on site. All scrap drywall will be taken back by contractor to drywall supplier. |
| Paint | | Reuse or recycle at Environmental Depot. Cost = \$0.25/lb latex, \$0.35/lb oil | Keep separated in designated areas on site |
| Insulation | | Reuse, landfill | |
| Flooring | | Reuse, landfill | |
| Carpet and pad | | Reuse or recycle with carpet manufacturer | |
| Glass | | Glass Bottles: Recycle at: Env. Recycling Facility-Houston) | Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container |
| Plastics | | Plastic Bottles: Recycle at: Env. Recycling Facility-Rosenburg Plastic bags/scrap. Reuse, landfill | Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container |
| Beverage | | Recycle at: Env. Recycling Facility-Rosenburg | Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container |
| Cardboard | | Recycle at: Env. Recycling Facility-Rosenburg | Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container |
| Paper and newsprint | | Recycle at: Env. Recycling Facility-Rosenburg | Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container |
| TOTAL | | | |

- As each new subcontractor comes on site, the recycling coordinators will present him/her with a copy of the Waste Management Plan and provide a tour of the recycling areas.
- The subcontractor will be expected to make sure all their crews comply with the Waste Management Plan.
- All recycling containers will be clearly labeled. Containers shall be located in close proximity to the building(s) under construction in which recyclables/salvageable materials will be placed.
- Lists of acceptable/unacceptable materials will be posted throughout the site.
- All subcontractors will be informed in writing of the importance of non-contamination with other materials or trash.
- Recycling coordinators shall inspect the containers on a weekly basis to insure that no contamination is occurring and precautions shall also be taken to deter any contamination by the public.

Motivation Plan:

- The project team will develop and publish a project mission statement that can be distributed to the subcontractors, attached to subcontracts, and posted at the jobsite.
- The General Contractor will conduct a pre-award meeting for subcontractors. Subcontractors under consideration will be required to attend the meeting to review project goals and requirements with the project team. Attendance will be a prerequisite for award of subcontracts. A sign off will be required by subcontractors attending the meeting that the project goals are understood. This document will be an attachment to every subcontract. Copies of the attachment will be posted prominently at the jobsite.

Evaluation Plan:

- The General Contractor will develop, update, and post at the jobsite a graph indicating the progress to date for achieving the project's waste recycling goal of XX% by weight of the total project waste stream.

Expected Project Waste, Disposal, and Handling:

The following charts identify waste materials expected on this project, their disposal method, and handling procedures.

Waste Disposal:

Contractor:

Contact:

- Name of landfill for disposal of non-recyclable waste:
- Transfer Stations:
- Landfills (ultimate disposal location):
- Landfill tipping fee: \$XX / ton
- Estimate of waste for landfill disposal:

Recycling Calculation:

If all construction waste was disposed in landfill: XX lbs = XX tons x \$XX/ton = \$XX

With recycling: TOTAL = \$XX

| RECYCLING OPERATIONS | | |
|---|-----|------|
| Action *** | Who | When |
| Choose bins/collection methods | | |
| Order bins - oversee deliver | | |
| Site bins/collection sites for optimum convenience | | |
| Sort or process wood | | |
| Sort or process metal | | |
| Sort or process cardboard | | |
| Sort or process drywall | | |
| Sort or process Fort Bend County mandatory items (material) | | |
| Sort or process _____ (material) | | |
| Schedule material pickups/dropoffs | | |
| Protect Materials from Contamination | | |
| Document material pickups/dropoffs | | |

*** Depending on the service option chosen, these may be the responsibility of either the field personnel, the hauler, a full-service recycling contractor, or the subcontractors.

COMMUNICATION PLAN - Except for mandatory items (*), check other items intended to be used.

| Action | Who | When |
|--|-----|------|
| Completed | | |
| Complete Construction Waste Mgmt. Plan* | | |
| Hold Orientation/Kick-off Meeting* | | |
| Update & Progress in Weekly Job-Site Meetings* | | |
| Encourage Just-In-Time Deliveries | | |
| Post Targeted Materials (Signage) | | |

Distribute T10 Sheets for Job-Site Personnel _____

Post Goals/Progress (Signage) _____

MOTIVATION PLAN - Except for mandatory items (*), check other items intended to be used.

| Action | Completed | Who | When |
|--|-----------|-----|------|
| Use former agreements committing Subs to program | | | |
| Require Mis-Sorters to Re-Sort Bin | | | |
| Provide Stickers, T-Shirts, or Hats | | | |
| Public Recognition of Participating Subs | | | |
| Letters of Recognition | | | |
| Awards Luncheon | | | |

EVALUATION PLAN - Except for mandatory items (*), check other items intended to be used.

| Action | Completed | Who | When |
|--|-----------|-----|------|
| Perform Short Form Waste Audit | | | |
| Perform Full Waste Audit | | | |
| Perform Mid-Course Assessment | | | |
| Perform Monthly Cost and Materials Tracking* | | | |
| Perform Final Evaluation* | | | |

Exhibit C

Fort Bend County Specification Download Acknowledgment



***Request for Proposals
Fort Bend County Facilities Energy Efficiency Retrofit Project #1
RFP 10-122***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-344-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

***Amended 09/09/2010
Fort Bend County, Texas
Request for Proposals**



Fort Bend County Facilities Energy Efficiency Retrofit Project #1

RFP 10-122

SUBMIT PROPOSALS TO:

**Fort Bend County
Purchasing Department
4520 Reading Road, Suite A**

***Rosenberg Annex
Rosenberg, TX 77471***

****NOTE:**

**All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery**

SUBMIT NO LATER THAN:

***Thursday, September 23, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**RFP 10-122
Facilities Retrofit**

***ALL RFPs MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
NAME OF ALL RFPs RECEIVED WILL THEN BE RE-AD.
RFPs RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

**Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.**

**Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax: 281-341-8645**

DRAFT

Vendor Information

Legal Name of Contracting Company

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

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

***Amended 09/09/2010**

1.0 OBJECTIVE:

Fort Bend County, herein requests proposals (RFP) for the Facilities Energy Efficiency Retrofit Project #1 consisting of four (4) sub-projects. The implementation of these sub-projects is to capture the potential Energy

DRAFT

Conservation Measures (EMC) identified in a recent Energy Efficiency & Conservation Block Grant (EECBG) energy audit. The four (4) sub-projects are as follows:

- 1.1 Cooling Tower, Chiller and ancillary equipment replacement, George Memorial Library;
- 1.2 Chiller and ancillary equipment replacement, William B. Travis Building;
- 1.3 Lighting controls and occupancy sensors, George Memorial and William B. Travis;
- 1.4 Building systems re-commissioning, George Memorial and William B. Travis.

2.0 SITE VISITS:

Site visit schedule is listed below. No additional dates/times will be scheduled.

William B. Travis Building, Thursday, September 9th, 9:00 AM

George Memorial Library, Thursday, September 9th, 10:00 AM

3.0 PROPOSAL SUBMISSION:

***3.1 Questions:**

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Purchasing Agent, 4520 Reading Road, Rosenberg Texas 77471, [kaminskid@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us). Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is ***Friday, September 17, 2010 at 3:00 p.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

3.2 When submitting a proposal in response to this request the following are required:

- 3.2.1 One (1) original, four (4) copies and one (1) electronic response on CD. CD must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD is cause for disqualification.
- 3.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
- 3.2.3 Provide a title page showing the RFP subject, name of proposer, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.
- 3.2.4 Provide all required elements as stated in 7.0.
- 3.2.5 Provide detailed pricing.
- 3.2.6 Provide copy of insurance certificate.

3.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

DRAFT

3.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

3.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

3.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

3.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Public Information Act.

3.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals. Final contract may be awarded to one (1) firm or multiple firms.

3.9 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

4.0 INSURANCE:

- 4.1** All proposers must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

DRAFT

- 4.2 The successful proposer shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:
- 4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 4.2.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 4.2.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - 4.2.4 Professional Liability insurance with limits not less than \$1,000,000.
 - 4.2.5 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.
- 4.3 All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- 4.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5.0 INDEMNIFICATION:

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

- 5.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.
- 5.2 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise

agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- 5.4 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 5.5 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 5.6 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

6.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

7.0 PREVAILING WAGE RATE:

General Decision Number: TX100115 08/13/2010 TX115
Superseded General Decision Number: TX20080115

State: Texas
Construction Type: Building
County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 04/02/2010 |
| 2 | 06/04/2010 |

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3 07/02/2010
4 08/13/2010

ASBE0022-002 06/01/2009

| | Rates | Fringes |
|---|-----------|---------|
| ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems) | \$ 20.63 | 8.30 |
| * BOIL0074-002 08/08/2010 | | |
| BOILERMAKER | \$ 25.95 | 16.88 |
| CARP0551-003 04/01/2008 | | |
| Carpenter (Acoustical Ceiling Work Only) | \$ 21.00 | 6.43 |
| ELEC0716-004 12/28/2009 | | |
| ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) | \$ 25.70 | 6.62 |
| ELEV0031-001 01/01/2010 | | |
| ELEVATOR MECHANIC | \$ 34.955 | 20.235 |
| FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day. | | |
| PLAS0681-002 04/01/2005 | | |
| PLASTERER Galveston County | \$ 20.15 | 3.20 |
| PLUM0068-005 10/01/2009 | | |
| Plumbers (Excluding HVAC Pipe) | \$ 28.54 | 8.78 |
| PLUM0211-007 04/01/2010 | | |
| Pipefitters (Excluding HVAC Pipe) | \$ 28.07 | 9.97 |
| * SFTX0669-001 04/01/2010 | | |
| SPRINKLER FITTER (Fire Sprinklers) | \$ 25.40 | 15.85 |
| SHEE0054-005 07/01/2009 | | |
| Sheet Metal Worker (Includes HVAC System Installation and Excludes | | |

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| | | |
|------------|----------|-------|
| HVAC Duct) | \$ 25.74 | 10.17 |
|------------|----------|-------|

SUTX2005-014 04/28/2005

| | | |
|---|----------|------|
| Asbestos Abatement Worker (Ceilings, Floors, & Walls) | \$ 14.00 | 0.00 |
| BRICKLAYER | \$ 18.00 | 0.00 |
| Carpenter (excluding Acoustical Ceiling Work) | \$ 15.94 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | \$ 12.75 | 0.00 |
| DRYWALL FINISHER/TAPER | \$ 12.21 | 0.92 |
| Drywall Hanger (Including Metal Stud Instal.) | \$ 12.49 | 1.38 |
| Formbuilder/Formsetter | \$ 11.03 | 0.00 |
| GLAZIER | \$ 14.01 | 2.72 |
| INSULATOR -DATT AND FOAM | \$ 11.00 | 0.00 |
| IRONWORKER, REINFORCING | \$ 12.01 | 0.00 |
| IRONWORKER, STRUCTURAL | \$ 16.15 | 0.00 |

Laborers:

| | | |
|-----------------------|----------|------|
| Common | \$ 9.60 | 0.00 |
| Mason Tender (Brick) | \$ 10.27 | 0.00 |
| Mason Tender (Cement) | \$ 9.88 | 0.00 |
| Pipelayer | \$ 12.34 | 0.00 |
| Plaster Tender | \$ 12.90 | 2.51 |

| | | |
|--------|----------|------|
| LATHER | \$ 16.90 | 3.61 |
|--------|----------|------|

| | | |
|---------------------------------|----------|------|
| Painter - Brush, Roller & Spray | \$ 11.14 | 0.00 |
|---------------------------------|----------|------|

| | | |
|-----------------------------|----------|------|
| Pipefitter (HVAC Pipe Only) | \$ 18.11 | 4.65 |
|-----------------------------|----------|------|

POWER EQUIPMENT OPERATOR:

| | | |
|-----------------|----------|------|
| Asphalt Paver | \$ 13.50 | 0.25 |
| Backhoe | \$ 12.48 | 0.00 |
| Crane | \$ 18.75 | 3.07 |
| Forklift | \$ 14.53 | 0.00 |
| Slab & Wall Saw | \$ 15.54 | 3.83 |

| | | |
|--------|----------|------|
| ROOFER | \$ 11.38 | 0.00 |
|--------|----------|------|

| | | |
|------------------------------------|----------|------|
| Sheetmetal Worker (HVAC Duct Only) | \$ 15.68 | 1.73 |
|------------------------------------|----------|------|

| | | |
|---------------|----------|------|
| TILE FINISHER | \$ 11.86 | 0.53 |
|---------------|----------|------|

| | | |
|-------------|----------|------|
| TILE SETTER | \$ 15.71 | 1.01 |
|-------------|----------|------|

| | | |
|--------------|----------|------|
| TRUCK DRIVER | \$ 10.75 | 1.47 |
|--------------|----------|------|

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

8.0 SCOPE OF WORK:

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- 8.1 Upon completion of the county-wide energy audits, this course of action has been devised to implement strategic county building retrofits that positively impact the efficiency of each audited building. This four (4) sub-part retrofit project includes the addition of lighting controls and occupancy sensors, mechanical equipment replacement, insulation/seal installation and application, as well as building re-commissioning.
- 8.2 The County expects to receive a return on investment by increasing the overall energy efficiency of these buildings, reducing the kilowatts used, reducing the energy usage, and thereby reducing the cost to operate these facilities and saving Fort Bend County citizens long-term dollars.
- 8.3 The retrofit installations will be executed as a four (4) part sub-project by one, or possibly more than one, independent contractor(s). If more than one contractor is selected, the entities must work together to provide a total turnkey retrofit solution for each building assigned. Work is to be completed in an economical and timely manner.
- 8.4 This project will use American Reinvestment Recovery Act (ARRA) funds as a part of the Energy Efficiency & Conservation Block Grant (EECBG) Program. The contractor must follow all Department of Energy (DOE) regulations including 10 CFR 600, the Buy America clause and the Davis-Bacon Clause.
- 8.5 The George Memorial Library shall have the following retrofit activities:
 - 8.5.1 The inoperable chiller will be replaced with a chiller of like size and kind. The chiller controller must be BACNET compatible. Complicity is required between expected controls vendor information and chiller manufacturer.
 - 8.5.2 The cooling tower will be replaced with a tower of similar size with, at minimum, two-speed fans. A single-speed motor on the one cell and a Variable Frequency Drive (VFD) on the other shall be utilized.
 - 8.5.3 The water treatment system will be procured and installed on the condenser water loop.
 - 8.5.4 The controls system in the library shall be replaced to allow better control of the heating and cooling systems and be compatible with other control systems operating at County facilities.
 - 8.5.5 All pump motors shall be upgraded to premium efficiency motors.
 - 8.5.6 VFDs shall be installed on chilled water and hot water pumps.
 - 8.5.7 Individual lighting controls and occupancy sensors shall be installed in appropriate spaces.
 - 8.5.8 The building systems shall be re-commissioned to ensure proper operation.
- 8.6 The William B. Travis Building shall have the following retrofit activities:
 - 8.6.1 The damaged chiller shall be replaced with a chiller of like size and kind. The chiller must be BACNET compatible. Coordination is required between expected controls vendor information and chiller manufacturer.
 - 8.6.2 The building controls system shall be replaced to allow better control of the heating and cooling systems.
 - 8.6.3 The outside air fans must be re-activated and properly controlled.
 - 8.6.4 Individual lighting controls and occupancy sensors shall be installed in appropriate spaces.
 - 8.6.5 The building systems shall be re-commissioned to ensure proper operation.
- 8.7 Review the attached energy audit report for more specific information and site photographs.
- 8.8 National Environmental Protection Agency (NEPA) Standards and Department of Energy (DOE) standards require a detailed Waste Stream Management Plan for all items removed from the

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affected sites BEFORE work is to begin. Disposal of all equipment and construction related materials must be pre-determined and approved by NEPA and DOE standards. Receipts, invoices and approved paper trails from reputable, established sanitation and/or recycling centers must show how and where all items are handled, removed from the site and eventually recycled, reused or disposed.

8.9 Construction site work area:

- 8.9.1 Work areas are to be kept clean and free of hazardous materials.
- 8.9.2 Efforts must be made to minimize inconvenience to county employees and to protect the safety of such employees. The selected contractor shall coordinate with county employees' work schedules to minimize inconvenience.
- 8.9.3 County employees shall be notified in advance of any termination of electrical power and a timeframe for any such termination.
- 8.9.4 The selected contractor shall take particular care not to damage, in any way, areas of the interior and exterior building properties, inside or outside the demolition and construction areas.
- 8.9.5 Should damage occur, repair of any said damage shall be the selected contractor's responsibility and expense to repair.
- 8.9.6 An effort shall be made to conduct any onsite cutting, sawing, millwork, welding, and other noise-producing activity outside of the building and away from occupied areas.
- 8.9.7 Work areas are to be broom cleaned on a daily basis.

8.10 Compensation

- 8.10.1 Wage rates for this project shall be dictated by the Davis-Bacon Act as set forth by the U. S Department of Labor, Employment Standards Administration, Wage and Hour Division, Branch of Construction Wage Determinations, 200 Constitution Avenue, NW Room S-3014.
- 8.10.2 Wage and fringe benefit rates are a part of this EECBG Retrofit Project requirement.
- 8.10.3 The selected contractor may be asked to provide a statement of proof for all construction workers, laborers and subcontractors' wages.
- 8.10.4 A statement (Federal Wage Certificate) is included, as an attachment to this RFP, indicating intended compliance with these federal guidelines.

8.11 Completion

- 8.11.1 All items listed in this RFP must be expedited and completed within a reasonable timeline. The selected contractor for this RFP must present a proposed schedule indicating critical paths and milestones.
- 8.11.2 Upon completion, the contractor shall provide the County the appropriate educational training on proper understanding and operation of the newly installed equipment.

8.12 References

Unless otherwise specified or indicated, all materials and workmanship shall conform to the latest edition of the following standards and specifications:

- 8.12.1 American National Standards Institute
- 8.12.2 Underwriters Laboratories, Inc.
- 8.12.3 American Society for Testing and Materials
- 8.12.4 National Fire and Protection Association
- 8.12.5 All local, state and federal codes and laws

8.13 Materials

- 8.13.1 All materials used are to be of commercial grade and heavy duty
- 8.13.2 All materials shall be made in the United States of America.
- 8.13.3 All materials and product information shall be submitted to County Facilities Management & Planning, in advance, for final approval.
- 8.13.4 A statement (Buy American Certificate) is included, as an attachment to this RFP, indicating intended compliance with these federal guidelines.

8.14 Installation

- 8.14.1 Preparation and finish work shall be completed by licensed tradesmen corresponding with the work they shall perform.
- 8.14.2 Install all products in accordance with manufacturer recommendations.
- 8.14.3 All work and equipment shall be plumb, square, level and operating with optimum effectiveness and efficiency.

8.15 Demolition

- 8.15.1 The selected contractor shall be responsible for removal and/or disposal of all project-related materials off the site. The selected contractor is also responsible for any and all disposal costs and must keep receipts and invoices to show proper disposal.
- 8.15.2 Universal Hazardous Wastes shall be disposed of at the Contractor's expense, following all codes and laws governing Universal Waste Management, and must be included as needed within the submitted Waste Stream Management Plan.

9.0 BASIC QUALIFICATIONS:

Respondents shall provide the following information with their submittal. This information will be used in part to evaluate each firm during the selection process. The information is to be in the following format:

- 9.1 **Qualifications:** The respondents must provide firm qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the prescribed scope of work. Resumes of key personnel should be provided with specific designations for the proposed project manager and project field superintendent assigned to the project as a whole or possible a particular sub-project. Indicate the number of employees within the firm. Indicate the firm's proposed work load excluding this project. Indicate the number of employees assigned to this project. Indicate the firm's proven ability to perform effectively and timely at this level of service.
- 9.2 **Level of Experience:** Identify past building retrofit projects, including size, scope, complexity and specific installations provided. Provide, at minimum, three (3) retrofit examples with reference contact information. Indicate number of years in business. Indicate number of years providing successful retrofit installations. Include photos, if possible.

10.0 PRICING:

Submittal to include detailed solution for requirements. Complete attached pricing form indicating breakdown for each sub-project category.

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11.0 EVALUATION FACTORS:

Contract award will be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP and in accordance with the requirements of the Texas Local Government Code.

- 30% **Understanding of Scope of Work:** Parties demonstrate their ability to meet the required qualifications listed in the above Article "Basic Qualifications." In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to accomplish the required collaboration, scheduling and coordination required for this type of project. Indicate installation procedures with proposed typical installation time schedules based on potential selection types.
- 30% **Firm Experience with building retrofit projects and commissioning projects of similar size and complexity:** Such experience must be in the form of providing turnkey retrofit installations. List only projects completed within the last 5 years. Provide the name and location of each installed retrofit project, the client, the project cost, and a contact person and phone number. Provide warranty information. Provide technical assistance and education for no less than one year after installation is complete.
- 20% **Schedule:** Parties must demonstrate the ability to expedite the completion of these retrofit activities within a written timeline presented within the response to this RFP. Provide a detailed project schedule.
- 20% **Price.**

12.0 EVALUATION PROCESS:

- 12.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 12.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.

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- 12.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 12.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 12.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 12.6 All proposals submitted are to be valid for a period of ninety (90) days.

13.0 AWARD:

- 13.1 Proposals will be opened on the date specified on the cover page and kept secret until a final negotiated contract is awarded by the County Commissioners Court. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.
- 13.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

14.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

15.0 APPENDICES WITH ATTACHMENTS

- 15.1 Pricing form with all four (4) sub-projects
- 15.2 Davis Bacon Federal Wage Certificate
- 15.3 Buy American Certificate
- 15.4 Report *(including photographs and details)* from recent energy audit

EXHIBIT D

NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, THE CONTRACT BETWEEN FORT BEND COUNTY AND AUTOMATED LOGIC CONTRACTING SERVICES, INC. (CONTRACTOR) FOR THE ENERGY EFFICIENCY RETROFIT SERVICES PROJECT NO.1 SHALL BE AMENDED AS FOLLOWS:

Consequential Damages:

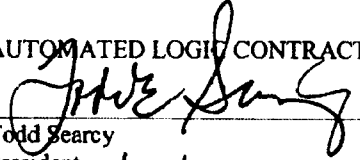
The Owner and Contractor waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred by either party for losses of income, financing, business and reputation, loss of management or employee productivity or of the services of such persons; and damages incurred for principal office expenses including the compensation of personnel stationed there, losses of financing, business and reputation, and loss of profit except profit arising directly from the Services.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.

OWNER:

Printed Name: _____
Title: _____
Date: _____

AUTOMATED LOGIC CONTRACTING SERVICES, INC.


Todd Searcy
President
Date: 11/30/10

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

**FIRST AMENDED AGREEMENT FOR ENERGY EFFICIENCY
RETROFIT SERVICES - PROJECT NO. 1
RFP 10-122**

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and AUTOMATED LOGIC CONTRACTING SERVICES, INC. hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Energy Efficiency Retrofit Services dated December 7, 2010, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated April 11, 2011, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. An additional amount not-to-exceed \$13,600.00 shall be available for additional services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$1,023,650.00, which includes the original scope of work under the Agreement and the additional services described in Exhibit A.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

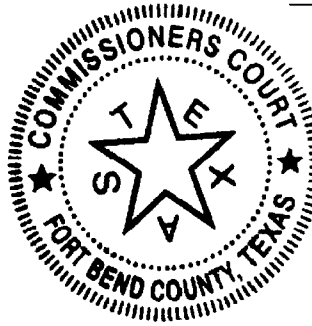
This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: May 3, 2011

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk



APPROVED: Don Brady
By: Don Brady, Director
County Facilities Management
& Planning Department

Date: 4/29/11

CONTRACTOR:

AUTOMATED LOGIC CONSULTING SERVICES, INC.

Jonathan Parow
~~Jonathan Parow, Vice President~~
James Martin, Operation Manager
MER:Automated Logic Contracting Services.FMP.AMEND.3952

Date: 4/26/11

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,023,650.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: Contractor's Proposal dated April 11, 2011
Exhibit B: Agreement dated December 7, 2010

EXHIBIT A

AUTOMATEDLOGIC[®] HOUSTON

4107 New West Drive
Pasadena TX 77507
Ph: (281) 837-0777
Fax: (281) 837-1123

To: Scott Hagen
From: Jeff Neal
Date: April 11, 2011
Project: Fort Bend County Energy Retrofit Project #1
Re: AHU Variable Speed Drives at George Memorial Library

Automated Logic is proposing to replace the existing non-functioning variable speed drives at George Memorial Library. We will disconnect 480v power and control wiring to the existing variable speed and install the new VFD's in the existing location or relocate as necessary to accommodate any space constraints. Pricing is inclusive of all installation, authorized startup and a 2-year parts and labor warranty from the date of shipment.

Variable speed drives being replaced include the following:

1. AHU-1 (25 HP)
2. AHU-2 (10 HP)
3. AHU-3 (15 HP)
4. AHU-4 (10 HP)
5. AHU-5 (16 HP)

Price: \$ 13,600.00

Should you have any questions please feel free to contact me.

Thanks,
Jeff Neal

Cc: Jose Garcia

10/11/2011 10:11 AM

10/11/2011 10:11 AM

10/11/2011 10:11 AM