

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
UPGRADES TO EMERGENCY GENERATORS
FORT BEND COUNTY JAIL

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

WITNESSETH

County and Consultant previously entered an Agreement for Professional Upgrades to Emergency Generators dated December 6, 2011 (hereinafter referred to as the "Agreement") for EECBG energy-related project oversight for upgrades to the emergency generator systems at the Fort Bend County Jail located at 1410 Williams Way Blvd, located in Richmond, Texas, hereinafter referred to as the "Project." County and Consultant now desire to further amend said Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Consultant is hereby amended as follows:

- A. An additional amount not-to-exceed \$31,500.00 shall be available for additional services provided by Consultant in connection with the Project as described in Exhibit A.
- B. Consultant's compensation for the Project shall not exceed \$50,700.00, which includes the original scope of work under the Agreement in the amount of \$19,200.00 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

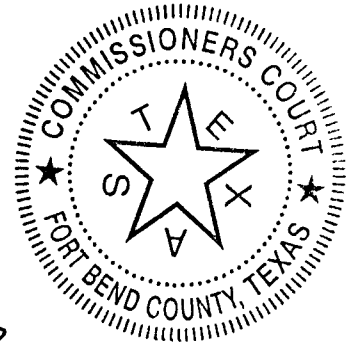
This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

Grady Prestage
Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court November 13, 2012

11-13-2012
Date

Attest: Dianne Wilson
Dianne Wilson, County Clerk



APPROVED:

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

11/1/12
Date

CONSULTANT: LOCKWOOD, ANDREWS & NEWNAM, INC.

Jon D. Jelinek
Jon D. Jelinek, Team Leader/Principal-in-Charge
Attest:

10/31/12
Date

MER:LAN.Upgrade to Emergency Generator.Jail.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 50,700.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Attachment A: Consultant's Proposal dated October 15, 2012

Exhibit A



15 October 2012

Mr. Don Brady
Facilities Management Director
Fort Bend County Facilities Management and Planning
1517 Eugene Heimann Circle Suite 500
Richmond, Texas 77469

RE: Additional Services – Ft. Bend SO Emergency Power Design

Mr. Brady:

Thank you for your interest in having Lockwood, Andrews & Newnam, Inc. (LAN) provide engineering services for Fort Bend County. Please allow this letter to serve as our proposal to provide the requested services and fees as outlined below.

SCOPE OF SERVICES

Based on our understanding of the project requirements, LAN will provide engineering services to support the additional work in providing emergency power to the jail buildings by:

- Attend meetings with Facilities and SO to discuss options and direction.
- Conduct walk-through to investigate Old Jail Boiler Room Electrical Equipment
- Perform a site visit to observe de-energizing of panel 1H11 and MSB Breaker #7 and the areas affected by these panels.
- Create an as-built one-line diagram from existing documentation and field observations. The level of detail provided will be limited to visual inspection and any empirical evidence obtainable by de-energizing breakers as allowable by the SO.
- Recommend a load-shedding controller and/or protocol to prevent generator overloading. Protocol will be coordinated with SO.
- Prepare construction drawings of identified changes.
- Review and coordinate with construction contractor.

COMPENSATION

Based on the scope of work outlined above, we propose a not-to-exceed amount of thirty-one thousand five hundred dollars (\$31,500.00) including expenses.

Additional scope will be negotiated as required.

SCHEDULE

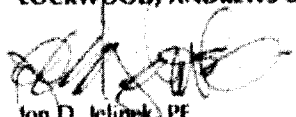
Upon notification to proceed, LAN stands ready to proceed as the County's schedule permits.

This proposal shall become a contractual agreement between the parties effective on the date accepted. If this meets with your approval, please sign and return one (1) copy of this letter. Thank you for this opportunity to serve you.

Dart Brady
Fort Bend Ind Bldgs.
10/5/12
Page 4 of 4

We appreciate the opportunity to propose our services. If you have any questions, please feel free to contact the Project Manager, Jeff Thomas at JRThomas@lan-inc.com or call 713.821.0414. You can also reach me at JDJelinek@lan-inc.com or call 713.821.0250.

Sincerely,
LOCKWOOD, ANDREWS & NEWNAM, INC.



Jon D. Jelinek, PE
Associate, Facilities Team Leader

cc: File

LOCKWOOD, ANDREWS & NEWNAM, INC.

ACCEPTED BY CLIENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A FOR ENGINEERING SERVICES

Initials
OWNER _____
ENGINEER _____

GENERAL TERMS AND CONDITIONS

BILLING

Statements are issued when appropriate and shall be payable to Lockwood, Andrews & Newnam, Inc. (LAN) upon receipt, whenever issued, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts, which become delinquent, shall be paid by the OWNER upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

DIRECT PERSONNEL EXPENSE

If the project is performed on the basis of Direct Personnel Expense times a multiplier, Direct Personnel Expense is defined as the direct salaries of the ENGINEER's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment Texas and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, living expenses in connection with out-of-town travel, long distance communications, expenses for reproductions (excluding reproductions for use in our office or consultant's offices), expense of postage and handling of drawings, specifications and other documents, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.1 times actual cost.

SUSPENSION OR TERMINATION OF SERVICES

If the OWNER fails to make any payment due ENGINEER on account of its services and expenses within thirty (30) days after the date of the statement, then ENGINEER may, after giving (7) days written notice to the OWNER, suspend services until all amounts due on services and expenses have been paid in full. Further, ENGINEER shall have the right to withhold all drawings, specifications and other instruments of service as of the date services are suspended. In the event that the OWNER requests termination of the services prior to completion of a report, ENGINEER reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of ENGINEER.

LAW/REGULATIONS

This agreement is to be governed by the law of the principal place of business of the ENGINEER. The OWNER and the ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. The OWNER and ENGINEER are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

Prior to initiating litigation against ENGINEER for any alleged claim, based on negligence or other legal theory, the OWNER agrees to first negotiate in good faith for a period of thirty days, then to mediate the claim under rules of mediation as agreed to at that time.

Initials: _____
OWNER _____
ENGINEER _____

LIMITS OF LIABILITY

ENGINEER's services, as limited by the OWNER, are performed with the usual thoroughness and competence of the ENGINEER and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in ENGINEER's proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining ENGINEER's services, the OWNER expressly agrees that in all cases, ENGINEER's liability shall be limited solely to its negligent acts, errors or omissions, ENGINEER's liability to the OWNER for injury or damage to persons or property arising out of services performed for ALP and for which legal liability may be found to rest upon ENGINEER, other than for professional errors and omissions, will be limited to recovery from ENGINEER's general liability insurance coverage and shall be limited to the sum of the fee payable to ENGINEER under this Agreement. For any damages resulting from ENGINEER's negligent acts, errors or omissions in rendering professional services, its liability will be limited to the sum of \$50,000.00 or its fee, whichever is less. The OWNER agrees that in no event will it make a claim against ENGINEER after the expiration of four years from the substantial completion of ENGINEER's services hereunder, or the expiration of two (2) years from the date the OWNER knew or should have known of said claim, whichever shall first occur. Following such date, all such OWNER claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute or limitations provides for a shorter period of time, such shorter time period shall control.

In the event the OWNER makes a claim against ENGINEER at law or otherwise, for any alleged negligent act, error or omission arising out of the performance of its professional services, and the OWNER fails to prove such claim, then the OWNER shall pay all costs incurred by ENGINEER in defending itself against said claim, including but not limited to, attorney's fees, experts' fees, consultants' fees, and the cost of employee's time expended on the claim.

In the event of a claim against ENGINEER and its consultants arising out of or in any way related to the negligence or other liability of the OWNER, the Contractor or any others associated with or related to the OWNER's project, the OWNER shall indemnify and hold ENGINEER and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney's fees, experts' fees, consultants' fees, and the costs of employees time expended on the claim.

EXCLUDED SERVICES

ENGINEER has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other person performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents.

ADDITIONAL CONSULTANTS

Fees for services of additional consultants to be retained under subcontract to Lockwood, Andrews, & Newnam, Inc., when required, and when authorized by the OWNER, will be billed to the OWNER at 1.1 times such consultants' net billings to Lockwood, Andrews & Newnam, Inc., unless otherwise agreed.

CONFIDENTIALITY

ENGINEER, its agents, employees, and Consultants shall hold client information, data, and documents (collectively, "the information") that they receive, or to which they have access, in strictest confidence. ENGINEER, its agents, employees and Consultants shall not disclose, disseminate, or use the information unless the Client authorizes such in writing.

OWNERSHIP OF DOCUMENTS

All documents field notes and data prepared or obtained by or through ENGINEER and related to the OWNER's project are and remain the property of ENGINEER as instruments of service. The OWNER may, at its expense, receive a set of said documents, on the condition that the OWNER will use them solely in connection with this specific work and not for the use and purpose of making subsequent extensions or enlargements thereto, and will not sell, publish or display them publicly. Reuse for extensions of the work or for new projects shall require written permission of ENGINEER and shall entitle it to further compensation at a rate to be agreed upon between ENGINEER and the OWNER. Any expense of the documents without written authorization from ENGINEER shall be at the OWNER's own risk and without liability to ENGINEER.

TIME LIMIT

Agreement or proposal is subject to renegotiation if not accepted within 30 days.