



TRANSMITTAL SHEET

FACILITIES MANAGEMENT & PLANNING DEPARTMENT

Date: December 21, 2010

Transmittal: 10194

Deliver to: Donna Ospina

From: Laura Dougherty

Project: Agenda Backup

Items Transmitted:

<u>Originals</u>	<u>Description</u>
1	FM102744-2 nd Amendment Agreement for Professional Installation Service and Equipment Purchase

Marcus

Received By: _____ Date: _____
1517 Eugene Heimann Circle, Suite 500 * Richmond, TX. 77469 * 281/633-7017 * Fax 281/633-7022

12/28/10 3 originals returned to Laura at Facilities

FM102744

STATE OF TEXAS

COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

SECOND AMENDMENT AGREEMENT FOR PROFESSIONAL
INSTALLATION SERVICES AND EQUIPMENT PURCHASE
RFP # 10-073

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 herein by and through its County Commissioners Court, hereinafter referred to as "County," and Alternative Power Solutions, Corp., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

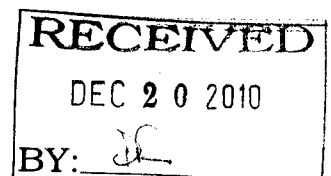
WITNESSETH:

County and Contractor previously entered an Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010 (hereinafter referred to as the "Agreement") and a First Amendment on August 24, 2010 (hereinafter referred to as the "First Amendment") for Kitty Hollow Park located in Fort Bend County, Texas, hereinafter called the "Project." County and Contractor now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Contractor hereby agree as follows:

- A. An additional amount not-to-exceed \$6,300.00 shall be available for installation of timers on the Project as described in Exhibit A. The amount paid to Contractor for services provided shall not exceed \$285,568.00 as follows:
 - 1. \$167,268.00 for services under the Agreement;
 - 2. \$112,000.00 for services under the First Amendment
 - 3. \$6,300.00 for services under this Second Amendment
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A, proposal from Contractor dated September 13, 2010, Exhibit B, Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010 and Exhibit C, First Amendment to



the Agreement dated August 24, 2010, all exhibits incorporated by reference as if set forth herein verbatim for all purposes.

EXECUTION


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

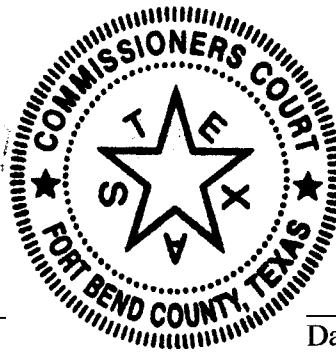
FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

Date: 12-21-2010

ATTEST: 
Dianne Wilson, County Clerk


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



12/20/10
Date

CONTRACTOR:

Alternative Power Solutions, Corp.

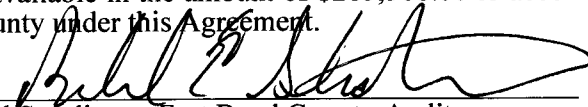

Ralph Parrot, President

12/15/10
Date

MER:Alternative Power Solutions.PSA/3410.2nd.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$285,568.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.


Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: September 13, 2010 Proposal from Contractor
Exhibit B: Agreement dated June 22, 2010
Exhibit C: First Amendment dated August 24, 2010

EXHIBIT A



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 595-6375
www.apowersolutions.com

TECL #25290

September 13, 2010

Fort Bend County

*Kitty Hollow Solar Powered Security Lighting
Timer Retrofit project*



To: Mr. Don Brady

Company: Fort Bend County

Location: Kitty Hollow Park

From: Ralph Parrott • Alternative Power Solutions Corp.

Mr. Brady:

Please accept the attached proposal for the replacement of the solar lighting timers previously installed in the Kitty Hollow park solar lighting systems. This project includes the replacement of 28 Dusk +6 hour timers for Dusk +4 & 2 hour before dawn timers.

PROJECT PRICING

Item	Description	Unit Cost	Quantity	Total Cost
1	Lighting Control Unit (Dusk activated +4 and 2 hours before dawn)	Free	28	Free
2	Replacement of systems including equipment rental, labor, and shipping	\$225.00	28	\$6,300.00
	Total			\$6,300.00

This quote is valid for 90 days. We look forward to earning your business; helping Fort Bend County achieve energy independence, and purchasing a great investment. Please contact us with any questions.

Sincerely,

Ralph Parrott
President
Alternative Power Solutions, Corp.



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 595-6375
www.apowersolutions.com

TECL #25290

SEPCO™

Solar Electric Lighting Control Unit



U.S. Utility Patent # 5,642,030



General Information

The Solar Electric Power Company prides itself on leading the industry standards for reliability. Using the finest and most efficient solar panels in the world and the best batteries ever made, is not enough for SEPCO™. A solar electric lighting system is only as reliable as its weakest link, usually the electronic controller.

With over 20 years of development, customer feedback, and long term field testing the SEPCO™ LCU1. Patented controller has emerged as the envy of the industry. The highest efficiency, longest life, and longest warranty are not the only measures of a good controller.

Besides lasting over 15 years a good controller must insure that the battery is correctly charged and never overcharged. It must continue to monitor the various sections of a solar electric lighting system for proper operation. It must be waterproof, and contain no moving switches, relays, potentiometers or exposed circuit boards. It must be easy to install with no wires to attach, easy to test, and provide a visual indication for system servicing. It should come equipped with a locking mating connector with wide thick copper blades which applies constant spring pressure and a large contact surface for minimum line resistance. All wires should be crimped, and soldered.

From the connector up, through the high volume, machine assembly to mil. Specification, from the FR4 Printed circuit boards, out through the Polymer Epoxy waterproof sealing and the UL listed 94V-0 ABS case, the most reliable controller ever developed is not sold alone. Every SEPCO™ system is supplied with the LCU1 controller. It is not available in any other system. It can be used for both Lighting and other Power system Loads, plus "Plug In" options are available for various timing and Power Capabilities, to 36 Amps at 24VDC!

Every SEPCO™ system is supplied with the LCU1 controller. Often copied, never duplicated, the SEPCO™ controller is the backbone of the most reliable solar electric power and lighting systems ever sold. Do not be fooled by competitors, no other controller is as efficient or reliable as the LCU1. So important is it's many features that even a SEPCO™ system will not operate as reliable using other series, PWM, or shunt controllers sold on the market today. Each SEPCO™ controller is fully warranted for five years, and due to the LCU1, SEPCO's warranty for our battery is the industry's longest warranty. Please see the installation manual for more information.

SEPCO - SOLAR ELECTRIC POWER COMPANY
7998 SW Jack James Drive • Stuart, FL 34997
Phone 772-220-8615 • Fax 772-220-8616
email: info@sepconet.com • web: www.sepconet.com



COUNTY OF FORT BEND

www.wiley.com

**AGREEMENT FOR PROFESSIONAL INSTALLATION SERVICES
AND EQUIPMENT PURCHASE
RFP # 10-073**

WITNESSETH:

WHEREAS, the services provided by Contractor were subject to the RFP #10-073; and,

SECTION I

SCOPE OF AGREEMENT

SECTION II CHARACTER AND EXTENT OF SERVICES

- ### SECTION III THE 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 Contractor an amount not to exceed \$167,268.00, including all expenses.
- 3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County's written approval provided however, that the approval

RECEIVED

JUN 21 2010

Y:

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 the County of the services covered by such invoice.

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 under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications 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 \$50,000
 - (any one fire)
 - F. Medical Expense Limit \$5,000
 - (any one person)
- 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:

Alternative Power Solutions, Corp.
8181 Commerce Park, Suite 700
Houston, Texas 77036

- 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 \$167,268.00, including all 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 \$167,268.00

**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 professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best professional 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

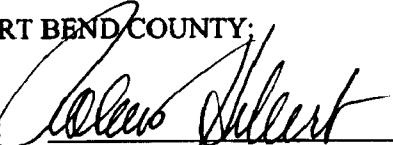
- 15.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 15.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 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.

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SECTION XVI
EXECUTION

This Agreement shall not become effective until executed by County.

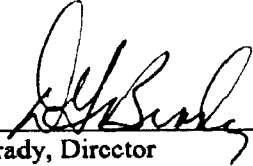
FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

Date: June 22, 2010

ATTEST 
Dianne Wilson, County Clerk

APPROVED:

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

6/22/10
Date

CONTRACTOR:

Alternative Power Solutions, Corp.

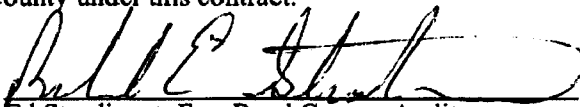

Ralph Parrott, President

6/16/10
Date

MER: Alternative Power Solutions. PSA/3410. Kitty Hollow Park

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$167,268.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: May 28, 2010 Proposal from Contractor

EXHIBIT A



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 595-6375
www.apowersolutions.com

TECL #25290

May 28, 2010

Fort Bend County

*Solar Powered Security Lighting
RFP 10-073*

Final Project Quotation

To: Ms. Lolalisa D. King

Company: Fort Bend County

Install Location: Kitty Hollow Park

From: Ralph Parrott • Alternative Power Solutions Corp.

On behalf of Alternative Power Solutions, we appreciate this opportunity to present you with this formal proposal for providing Solar Powered lighting systems. This proposal is based on the information provided to me during our meeting and site visit.

Attached you will find the price and material breakdown, warranties, Terms & Conditions. This quote is valid for 90 days.

We look forward to earning your business; helping you achieve energy independence, and purchasing a great investment. Please contact us with any questions.

Sincerely,

Ralph Parrott
President
Alternative Power Solutions, Corp.

Ralph.parrott@apowersolutions.com
www.apowersolutions.com



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
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TECL #25290

Project Notes:

Attached is a detailed quote and various system cut sheets for your Kitty Hollow project. Note the following:

- **Shoebox and Cobra heads:** I upgraded the shoebox and cobra head fixtures with high performance 30 Watt SUN LED light engines—which as you can see from the attached photometric graphs far outperform our standard 30 Watt LED Insert. Note as well that we are going with type II distribution pattern (i.e. long oval light pattern) for the roadway parts of the project and type III distribution (i.e. wider oval light pattern) for the parking lots. Also attached is photometric graph for double 30 Watt SLC SUN system.
- **Power Floods:** high performance SUN LED will not work in this fixture. While our 30 Watt LED insert is good in this fixture, fact of the matter is that 42 Watt compact fluorescent is the superior light source for the power flood fixture—i.e. CFL lamps throw the light out farther from the pole. Based on project parameters, the CFL lamp is going to be the best bet (see attached photometric graph for precise light output).
- **Roof Mount with two wall packs:** as you can see from the photometric graph, two wall mount fixtures (see attached cut sheets) each equipped with 26 watt compact fluorescent lamp—will do an excellent job illuminating the entire picnic shelter area. Two 26 watt wall mount fixtures running 6 hours per night requires an 125 Watt solar power system.
- **Flag Light:** Unless they take the American flag down every night, law states that the American flag must be illuminated from dusk to dawn. That said, flag lighting system features two(2) high performance ground mounted 17 Watt Beacon FL1 flood lights—the likes of which will do an excellent job illuminating both flags. Power system needed to drive both fixtures DTD is SEPA 255. Note that quote also features SG pole on which to mount 255 watt solar power system (see attached system specs sheets)
- **Sign Light:** features our standard ground mounted 13 Watt LED flood light fixture—which will do an excellent job illuminating single sided sign. 50 watt solar power system will power 13 Watt F2 LED flood light for 6 hours per night. Quote also includes SG pole to mount 50 watt solar power system



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System Index

APS-SEPA85-SLCSUN30-DAT6-SP-SG25
Solar Electric Power Assembly 85 Watt
82 Amp Hour Battery Assembly
Street Light Cutoff Fixture w/ 30 Watt SUN LED
Dusk Activated Timer set for 6 Hours
Side of Pole Bracket



APS-SEPA170-2SLCSUN30-DAT6-2SP-SG25
Solar Electric Power Assembly 170 Watt
164 Amp Hour Battery Assembly
2 Street Light Cutoff Fixtures w/ 30 Watt SUN LEDs
Dusk Activated Timer set for 6 Hours
2 Side of Pole Brackets

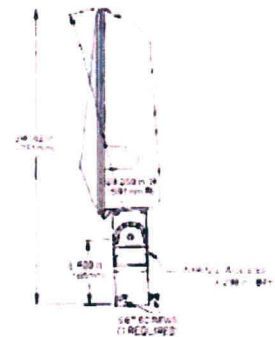
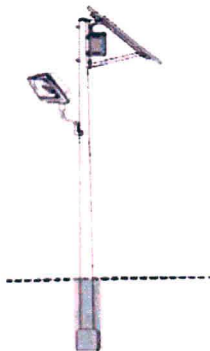




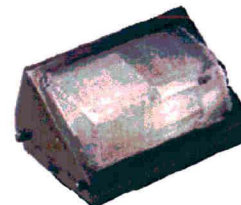
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APS- SEPA85-PF42-DAT6-SH-SG25
Solar Electric Power Assembly 85 Watt
82 Amp Hour Battery Assembly
Power Flood Fixture w/ 42 Watt Lamp
Dusk Activated Timer set for 6 Hours
Side of Pole Horn Bracket

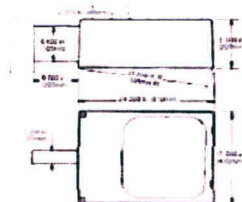


APS-SEPA125-2WM26-DAT6
Solar Electric Power Assembly 125 Watt (Roof Mount)
112 Amp Hour Battery Assembly
2 Wall Mount Fixtures w/ 26 Watt Lamp
Dusk Activated Timer set for 6 Hours



Wall Mount (WM)

APS- SEPA85-SBSUN30-DAT6-ST-SG25
Solar Electric Power Assembly 85 Watt
82 Amp Hour Battery Assembly
Shoebox Fixture w/ 30 Watt SUN LED
Dusk Activated Timer set for 6 Hours
Side of Pole Tenon Bracket

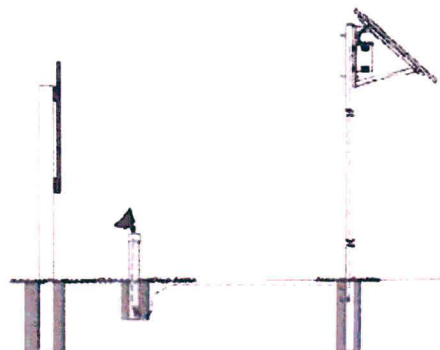




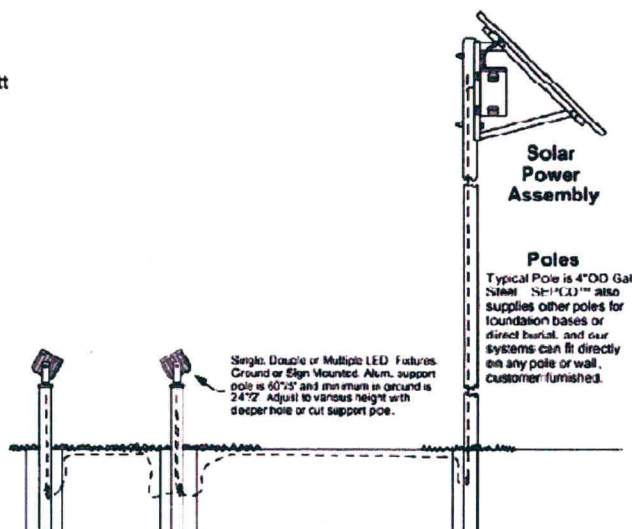
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APS-SEPA50-13WF2LED-DAT6-FB-SG
Solar Electric Power Assembly 50 Watt
82 Amp Hour Battery Assembly
F2 Flood Fixture w/ 13 W LED(5 LED Disks, 9 LEDs Each)
Dusk Activated Timer set for 6 Hours
Fixture Bracket
Steel Galvanized Pole up to 21'



APS-SEPA255-2FL117-DTD-2FB-SG
Solar Electric Power Assembly 255 Watt
224 Amp Hour Battery Assembly
2 Flood Fixtures w/ 17 Watt LED
Dusk to Dawn Controller
2 Fixture Brackets
Steel Galvanized Pole up to 21'





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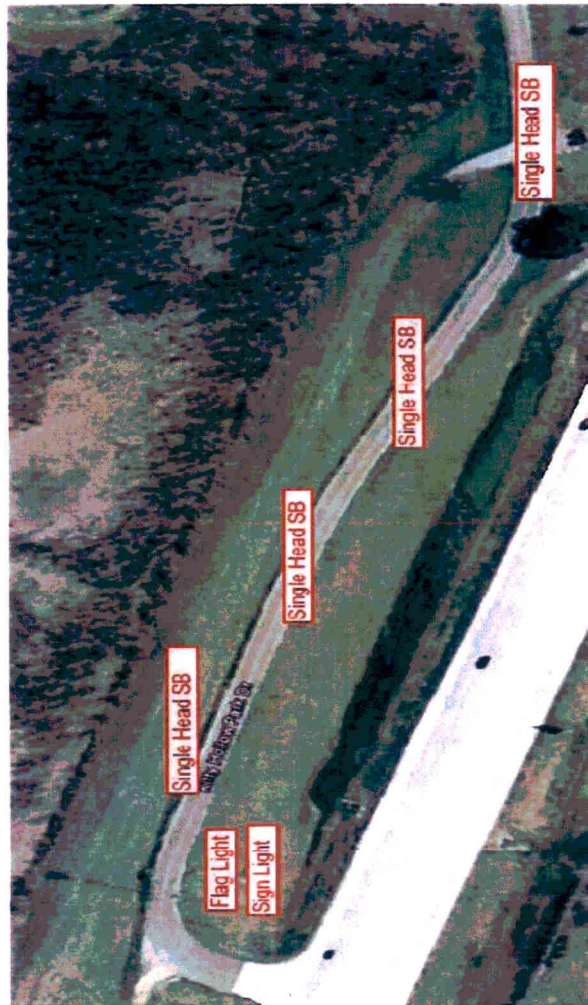
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AREA A



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AREA B



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AREA C

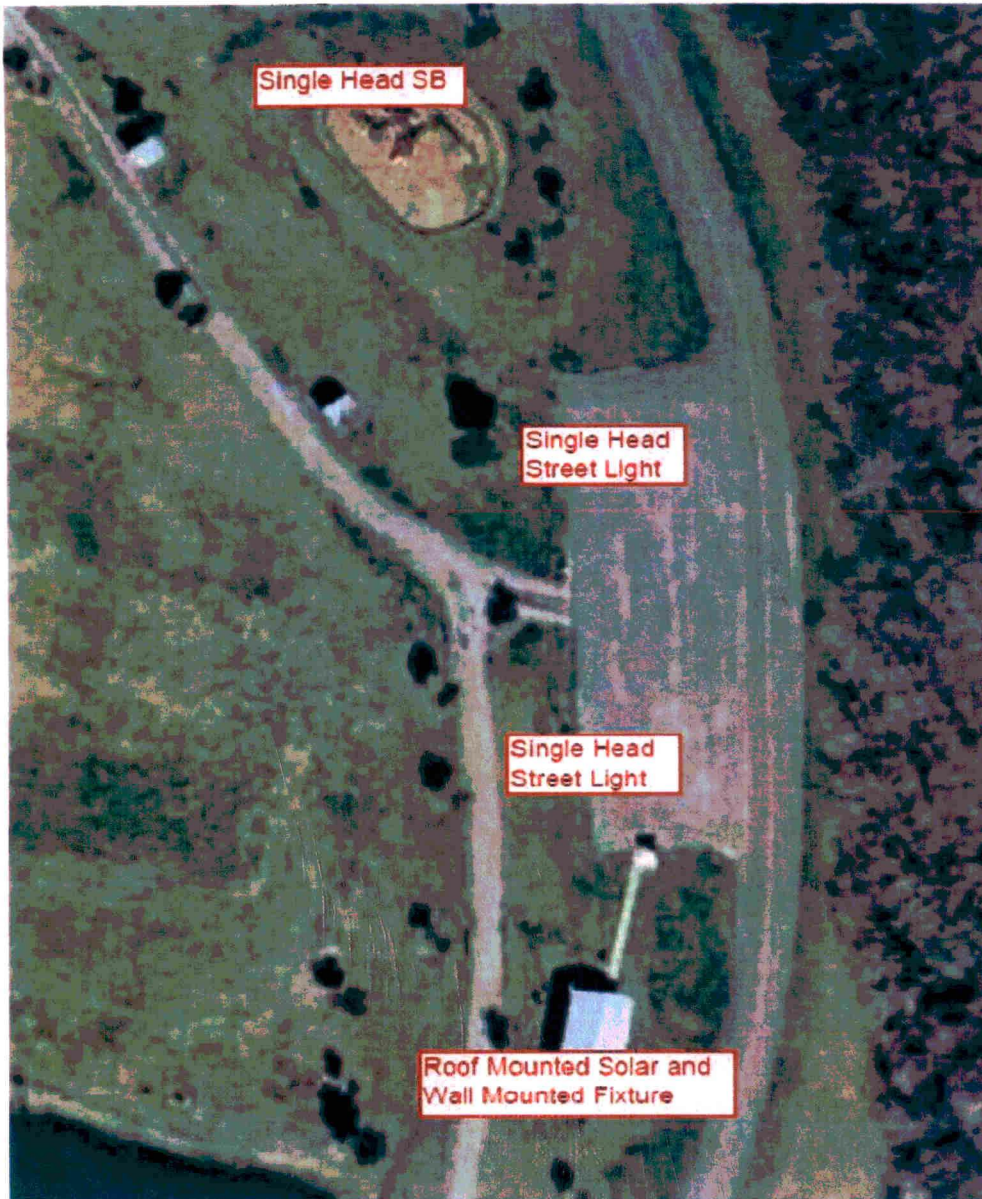




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AREA D





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AREA E



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AREA F





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PROJECT PRICING

KH AREA A

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SBSUN30-DAT6-ST-SG25 Type II	\$3,480.48	4	\$13,921.92
2	APS-SEPA255-2FL117-DTD-2FB-SG	\$6,426.00	1	\$6,426.00
3	APS-SEPA50-13WF2LED-DAT6-FB-SG	\$2,521.92	1	\$2,521.92
4	FHAB - Comp. Pole 25' DB	\$1,200.00	4	\$3,600.00
5	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	6	\$6,000.00
	Total			\$32,469.84

KH AREA B

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SLCSUN30-DAT6-SP-SG25 TYPE III	\$3,144.48	1	\$3,144.48
2	APS-SEPA125-2WM28-DAT6	\$3,053.76	1	\$3,053.76
3	FHAB - Comp. Pole 25' DB	\$1,200.00	1	\$1,200.00
4	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	2	\$2,400.00
	Total			\$9,798.24

KH AREA C

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SLCSUN30-DAT6-SP-SG25 TYPE II	\$3,144.48	3	\$9,433.44
2	APS-SEPA85-PF42-DAT6-SH-SG25	\$2,887.20	2	\$5,774.40
3	FHAB - Comp. Pole 25' DB	\$1,200.00	5	\$6,000.00
4	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	5	\$6,000.00
	Total			\$27,207.84

KH AREA D

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SLCSUN30-DAT6-SP-SG25 TYPE III	\$3,144.48	2	\$6,288.96
2	APS-SEPA85-SBSUN30-DAT6-ST-SG25 Type II	\$3,480.48	1	\$3,480.48
3	APS-SEPA125-2WM28-DAT6	\$3,053.76	1	\$3,053.76
4	FHAB - Comp. Pole 25' DB	\$1,200.00	3	\$3,600.00
5	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	4	\$4,800.00
	Total			\$21,223.20



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KH AREA E

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT6-ST-SG25 Type II	\$3,480.48	2	\$6,960.96
2	APS- SEPA85-PF42-DAT6-SH-SG25	\$2,887.20	1	\$2,887.20
3	APS-SEPA125-2WM26-DAT6	\$3,053.76	3	\$9,161.28
3	FHAB - Comp. Pole 25' DB	\$1,200.00	6	\$3,600.00
4	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	6	\$7,200.00
	Total			\$29,809.44

KH AREA F

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT6-ST-SG25 Type II	\$3,480.48	1	\$3,480.48
2	APS-SEPA170-2SLCSUN30-DAT6-2SP-SG25 Type II	\$6,019.68	2	\$12,039.36
3	APS- SEPA85-PF42-DAT6-SH-SG25	\$2,887.20	2	\$5,774.40
3	FHAB - Comp. Pole 25' DB	\$1,200.00	7	\$6,000.00
4	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	7	\$6,000.00
	Total			\$33,294.24

LOCATION TBD

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT6-ST-SG25 Type II	\$3,480.48	1	\$3,480.48
2	APS-SEPA85-SLCSUN30-DAT6-SP-SG25 TYPE III	\$3,144.48	1	\$3,144.48
3	FHAB - Comp. Pole 25' DB	\$1,200.00	2	\$2,400.00
4	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	7	\$2,400.00
	Total			\$11,424.96

Material Shipping - \$2,040.00

Total Project Cost = **\$ 167,268.00** for 28 Solar Lighting Systems

Notes:

- 1) Foundations include concrete reinforced direct burial



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SEPCO™ Solar Electric Lighting Systems

LED Sign, Flag, or Landscape Lighting

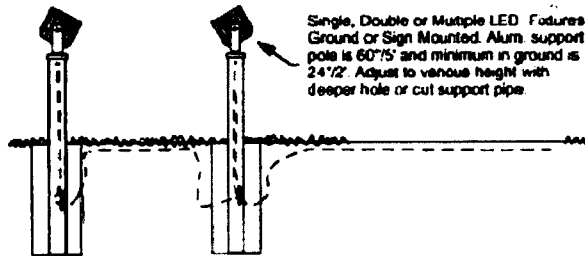
SEPCO™ offers over 2,000 models of commercial lighting. The drawing below is a typical system for illuminating signs, flags, windsocks, trees and landscaping.

Solar Power Assembly

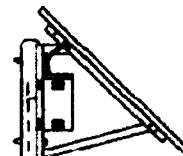
SEPCO's Solar Electric Lighting System (SEPA) Power Assembly can be mounted to the sign, or to a separate pole or wall. It can be located high on a pole, out of harms way, or it can be mounted low, and landscaped into an outdoor environment. The self contained Solar Electric Power Assembly is designed to withstand the rigors of weather and vandalism, plus it has many days of battery storage to get through long periods of inclement weather. SEPCO's patented LCU1 "Lighting Computer Unit" is the heart of our system, controlling every function. SEPCO™ systems feature long lasting, high performance and field proven reliability, plus our systems are extremely strong, maintenance free and easy to install. In addition, Customer Service is our Privilege. Please, look up "Power Assemblies" in the SEPCO™ "Design Guide" for specifications and technical information about the Power Assembly (SEPA) specified.

LED Flood Fixtures

SEPCO™ LED Flood fixtures are available in several patterns and various wattages from 8 to 48 Watts. All feature a highly efficient Lighting Luminaire using a unique LED optical arrangement to provide bright, narrow or wide patterns with changeable primary and secondary optics for a large lighting pattern of even illumination across the entire area. The fixtures feature high intensity CREE LEDs that are over 110 Lumens per Watt. Fixtures compare in intensity to those up to a 175 Watt metal halide and are built around an aluminum chassis, thick glass lens and a large yoke tilt mount. Various mounting brackets are available.



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Solar Power Assembly

Poles

Typical Pole is 4"OD Gal Steel. SEPCO™ also supplies other poles for foundation bases or direct burial, and our systems can fit directly on any pole or wall, customer furnished.



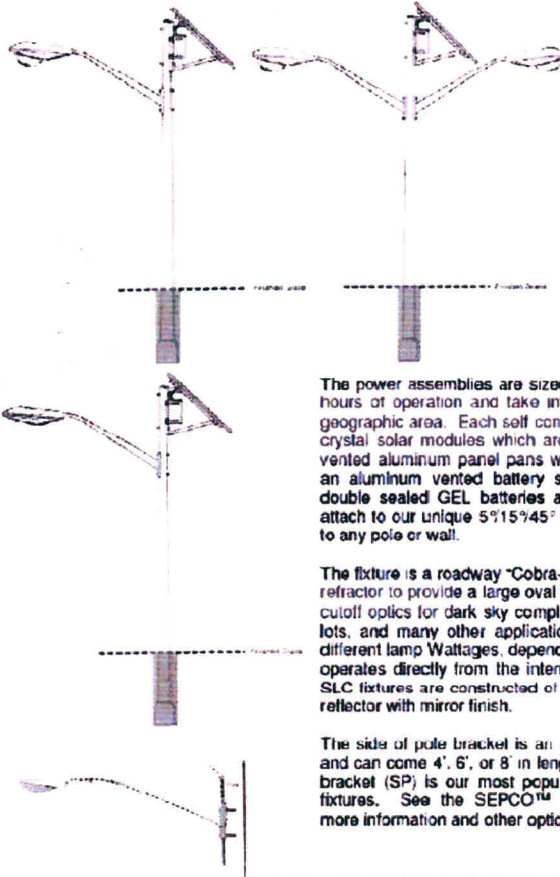


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Street Lighting

SEPCO™ offers over 2,000 models of commercial lighting. Below are examples of typical street light systems. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, street light fixture in either a Street Light Refractor (SLR) or Street Light Cut off (SLC), your choice of controller, and the side of pole bracket (SP).



The power assemblies are sized by the lamp power consumption times the hours of operation and take into account how much sun there is in each geographic area. Each self contained power assembly uses the best, single crystal solar modules which are bonded into a single array with full cover vented aluminum panel pans with welded rear channel mounting brackets, an aluminum vented battery storage assembly which includes single or double sealed GEL batteries and all control electronics. All components attach to our unique 5°/15°/45° welded aluminum power bracket which bolts to any pole or wall.

The fixture is a roadway "Cobra-Head" style fixture. The SLR uses the lexan refractor to provide a large oval pattern of illumination, while the SLC has full cutoff optics for dark sky compliance. Both are used for roadways, parking lots, and many other applications. Each fixture can be ordered with 12 different lamp Wattages, depending on the desired illumination, and the lamp operates directly from the internal 12 VDC inverter ballast. The SLR and SLC fixtures are constructed of die cast aluminum and feature a deep bowl reflector with mirror finish.

The side of pole bracket is an upsweep tapered elliptical mounting bracket and can come 4', 6', or 8' in length and features a 24" rise. The side of pole bracket (SP) is our most popular bracket for mounting the SLR and SLC fixtures. See the SEPCO™ Design Guide for more information and other options.

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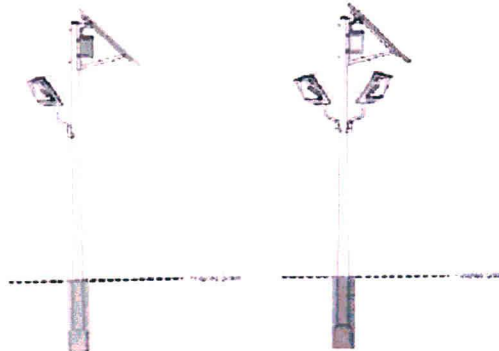


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TECL #25290

Flood Lighting

SEPCO™ offers over 2,000 models of commercial lighting. Below is a typical power flood lighting system. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, Power Flood fixture (PF), your choice of controller, and the side of pole horn bracket (SH).



The power assemblies are sized by the lamp power consumption times the hours of operation and take into account how much sun there is in each geographic area. Each self contained power assembly uses the best, single crystal solar modules which are bonded into a single array with full cover vented aluminum panel pans with welded rear channel mounting brackets, an aluminum vented battery storage assembly which includes single or double sealed GEL batteries and all control electronics. All components attach to our unique 5"15"45" welded aluminum power bracket which bolts to any pole or wall.

The fixture is a large flood fixture used for area lighting and security. The fixture is complete with knuckle slip fitter to allow multiple tilt angles, plus the fixture can rotate 360° using our side of pole horn bracket. The fixture will also tilt from horizontal and vertical. It comes available in 5 to 42 Watt lamps and runs from an internal 12 VDC inverter ballast.

The side of pole horn bracket is a 2" aluminum bracket is shaped like a large hook, which bolts through the pole. This places a vertical pipe, or tenon, 18" out from the poles allowing the fixtures to swivel. When the solar power assembly is mounted to the top of the pole, the fixture(s) can mount down below. Two of the SH brackets can be used for double power floods, and the SH brackets can be mounted in 180° orientation, or any orientation, even fixtures above or below each other.

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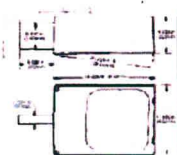
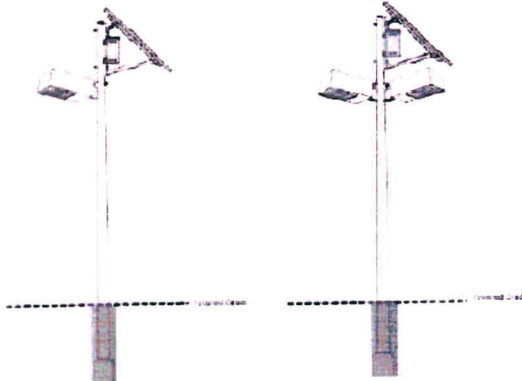


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Shoebox Lighting

SEPCO™ offers over 2,000 models of commercial lighting. Below is a typical shoebox lighting system. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, Shoebox fixture (SB), your choice of controller, and the side of pole tenon bracket (SI).



The power assemblies are sized by the lamp power consumption times the hours of operation and take into account how much sun there is in each geographic area. Each self contained power assembly uses the best, single crystal solar modules which are bonded into a single array with full cover vented aluminum panel pans with welded rear channel mounting brackets, an aluminum vented battery storage assembly which includes single or double sealed GEL batteries and all control electronics. All components attach to our unique 5°15°45° welded aluminum power bracket which bolts to any pole or wall.

The Shoebox fixture is dark bronze and constructed of cast aluminum with rounded corners and tapered sides. It features a front opening slide latch for "no tool" lamp replacement. It is deep in height to provide for a deep parabolic reflector. This provides the largest circle of even illumination. The special crystal lens provides high light transmission while insuring cut off optics for dark sky compliance. With a deep bowl reflector, a single lamp provides more intense illumination with a larger pattern when compared to a two lamp and two ballast arrangement often found in a flat, square sided, shallow shoebox fixture. Our fixture design is more efficient and less maintenance. The fixture lamp choices are 18 to 42 Watts using high intensity compact fluorescent lamps with white colors up to 6,500°Kelvin.

The side of pole tenon bracket provides a 2 3/8" tenon pipe horizontal for side of pole or wall mounts.

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Wall & Ceiling Lighting

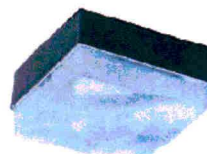
SEPCO™ offers over 2,000 models of commercial lighting. Below are some examples of wall and ceiling lighting fixtures. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, your choice of our Canopy (CA), Wall Pack (WP), or Wall Mount (WM) fixture, and your choice of controller.



The power assemblies are sized by the lamp power consumption times the hours of operation and take into account how much sun there is in each geographic area. Each self contained power assembly uses the best, single crystal solar modules which are bonded into a single array with full cover vented aluminum panel pans with welded rear channel mounting brackets, an aluminum vented battery storage assembly which includes single or double sealed GEL batteries and all control electronics. All components attach to our unique 5"15"45" welded aluminum power bracket which bolts to any pole or wall.

The canopy fixture is designed for use under eaves, canopies, enclosed entrance ways, or along covered walkways. They feature a vandal resistant pressure formed glass filled polyester housing finished in architectural dark bronze. The polycarbonate prismatic refractor provides type V light distribution. The electrical components are mounted to a metal plate for effective heat transfer. Fixture dimensions are 10" W x 10" D x 5" H.

Canopy (CA)



Wall Pack (WP)

The wall pack fixture is built to withstand the rigors of operating in a commercial environment. The base is constructed of die cast heavy gauge aluminum with electrostatic powder coated bronze finish for durability and corrosion protection. Vandal resistant features include a clear prismatic polycarbonate lens attached with tamper proof screws. This injection molded, UV stabilized lens is sealed by a neoprene gasket to eliminate moisture and insect intrusion. Fixture dimensions are 5.25" W x 13.25" D x 3.5" H.

The wall mount fixture provides security lighting for applications in offices and industrial complexes, shopping centers, hotels, motels, and apartment / condominium developments. It features rugged, corrosion-resistant, fully gasketed die cast aluminum with architectural bronze finish and hinged diffuser for easy relamping. It also features high efficiency specular aluminum reflector for maximum light projection with clear prismatic borosilicate glass. Conduit knockouts are provided. Fixture dimensions are 9" W x 14" D x 7.5" H.



Wall Mount (WM)

All fixtures come with your choice of compact fluorescent lamps. Please see our design guide for more information regarding lamp size for your fixture.

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PAGE 1 OF 2

MARATHON

COMPOSITE

POLES

NAMEPLATE

ORIENTATION VIEWS
FROM TOP OF POLE

NOTES:

- COLOR: SPECIFY
- BASE COVER INCLUDED
- 10"-11" BOLT CIRCLE

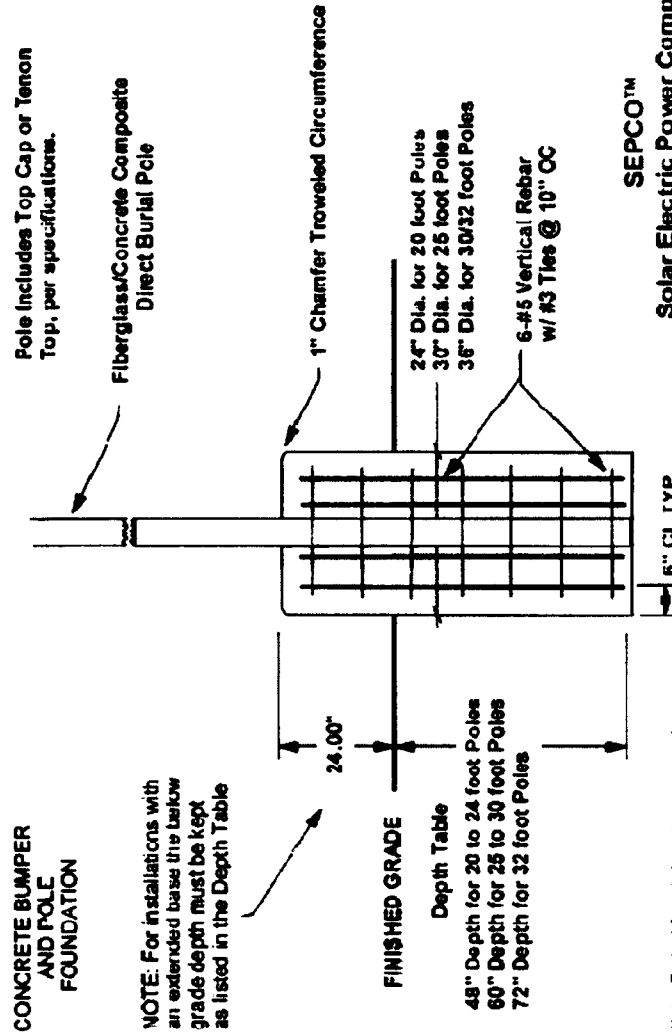
SEPCO			
CAT. NO. SA25-K-540-0-PC-NP-BC-ADPT16-11		SPECS:	
QUANTITY: 136	JOB NUMBER:	WIND VEL.: 120 @ 1.3	LUM. WEIGHT: 540 lbs
QUOTE #:	REF:	TOT. LENGTH: 25'-0"	LUM. EPA: 18.0 sqft
REV.	DATE	8"	REMARKS
TIP DIA: 6.54"	WEIGHT: N/A	STATIC DEFL:	TOTAL DEFL:
DRAWN BY: PLF		DATE: 9/23/2009	



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TECL #25290

SEPCO™	<i>Typical Foundation for 20' TO 32' Composite Pole with or without Bumper</i>	PROJECT ID	CAD/CHECKED/NOT
		DATE	04-02-08
		REVISION	Rev 01-01
		DRAWN BY	S. Robbins
		APPROVED	
		SEPCO ENGINEERING	



SEPCO™
Solar Electric Power Company
7905 Jack James Drive Stuart, FL 34994
772-320-4616 FAX: 1-772-320-4616 Web: sepconet.com

Note: Typical foundation plans provided as a guideline. Consult a local structural engineer for site specific installations.

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

**FIRST AMENDMENT AGREEMENT FOR PROFESSIONAL
INSTALLATION SERVICES AND EQUIPMENT PURCHASE
RFP # 10-073**

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 herein by and through its County Commissioners Court, hereinafter referred to as "County," and Alternative Power Solutions, Corp., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

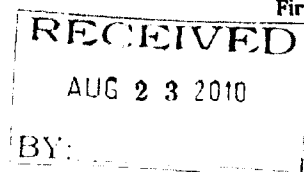
WITNESSETH:

County and Contractor previously entered an Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010 (hereinafter referred to as the "Agreement") for Kitty Hollow Park located in Fort Bend County, Texas, hereinafter called the "Project." County and Contractor now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Contractor hereby agree as follows:

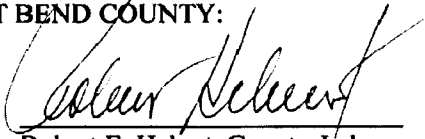
- A. An additional amount not-to-exceed \$112,000.00 shall be available for installation of solar lighting systems within select County parks and County facilities as described in Exhibit A. The amount paid to Contractor for services provided under the Agreement and this First Amendment shall not exceed \$279,268.00.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A, proposal from Contractor dated August 16, 2010, and Exhibit B, Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010, both exhibits incorporated by reference as if set forth herein verbatim for all purposes.




EXECUTION

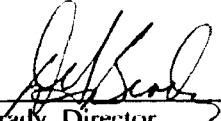
This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

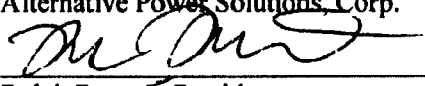
Date: 8/24/10

ATTEST: 
Dianne Wilson, County Clerk

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

8/23/10
Date

CONTRACTOR:

Alternative Power Solutions, Corp.

Ralph Parrot, President

8/23/10
Date

MER:Alternative Power Solutions.PSA/3410.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$279,268.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.


Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: August 16, 2010 Proposal from Contractor
Exhibit B: Agreement dated June 22, 2010

EXHIBIT A



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 585-6375
www.apowersolutions.com

TECL #25290

August 18, 2010

Fort Bend County

*Solar Powered Security Lighting
RFP 10-073*

Project Extension

To: Mr. Don Brady

Company: Fort Bend County

Install Location: Selected Fort Bend County Locations

From: Ralph Parrott • Alternative Power Solutions Corp.

Mr. Brady:

Please accept the attached proposal for the extension of our original contract to install solar lighting systems within selected Fort Bend County Parks and facility grounds. The attached proposal for contract extension in the amount of \$112,000 is in addition to our previously signed lump sum contract in the amount of \$167,266.00.

Attached you will find the price and material breakdown, warranties, Terms & Conditions. This quote is valid for 90 days. We look forward to earning your business; helping Fort Bend County achieve energy independence, and purchasing a great investment. Please contact us with any questions.

Sincerely,

Ralph Parrott
President
Alternative Power Solutions, Corp.

www.apowersolutions.com
www.apowersolutions.com

RECEIVED

August 18, 2010

1 of 3

10



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 595-6375
www.apowersolutions.com

TECL #25290

PROJECT PRICING

Mustang Park

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SLCSUN30-DAT6-SP TYPE III	\$3,144.48	4	\$12,577.92
2	APS-SEPA125-2WM26-DAT6	\$3,053.76	1	\$3,053.76
3	APS-SEPA85-PF42-DAT6-SH	\$2,887.20	1	\$2,887.20
4	APS-SEPA170-2PF42-DAT6-2SH	\$4,966.08	1	\$4,966.08
5	FHAB - Comp. Pole 27' DB	\$1,200.00	6	\$7,200.00
6	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	7	\$8,400.00
	Total			\$39,084.96

South Post Oak Park

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA170-PF32/ZorroCamera-DTD-SH	\$5,400.00	2	\$10,800.00
2	FHAB - Comp. Pole 27' DB	\$1,200.00	2	\$2,400.00
3	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	2	\$2,400.00
	Total			\$15,600.00

Precinct 3 Baseball Complex

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SBSUN30-DAT6-ST Type II	\$3,480.48	1	\$3,480.48
2	APS-SEPA85-SLCSUN30-DAT6-SP TYPE III	\$3,144.48	1	\$3,144.48
3	APS-SEPA85-SBSUN30-DAT6-ST Type II	Orig. Proj.	1	Orig. Proj.
4	APS-SEPA85-SLCSUN30-DAT6-SP TYPE III	Orig. Proj.	1	Orig. Proj.
5	FHAB - Comp. Pole 27' DB	\$1,200.00	2	\$2,400.00
6	FHAB - Comp. Pole 27' DB	Orig. Proj.	2	Orig. Proj.
7	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,200.00	2	\$2,400.00
8	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	Orig. Proj.	2	Orig. Proj.
	Total			\$11,424.96

Barbara Jordan Park (Concession Stand)

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA125-2WM26-DAT6	\$3,053.76	2	\$6,107.52
2	Installation of Systems	\$1,200.00	2	\$2,400.00
	Total			\$8,507.52



Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 395-6375
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TECL #25290

Precinct 3 Office Sign and Ground Lighting

Item	Description	Unit Cost	Quantity	Total Cost
1	SEPA85-2F2LED13Watt-DAT6-2FB	\$2,998.80	4	\$11,995.20
2	SEPA170-7 Kentia3.6Watt-DTD-7FB (Total 21 Lights)	\$6,024.00	3	\$18,072.00
3	Installation of Systems	\$1,200.00	7	\$8,400.00
	Total			<u>\$38,467.20</u>

Material Shipping - \$1,440.00

Project Cost = \$114,524.64 for 22 Solar Lighting Systems

Contract Extension Discount = \$2,524.64

Total Project Cost = \$112,000.00

Notes:

- 1) Foundations include concrete reinforced direct burial