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STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

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

THIS FIFTH 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:

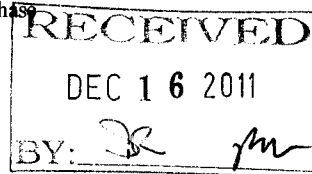
County and Contractor previously entered an Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010 (hereinafter referred to as the "Agreement,") a First Amendment on August 24, 2010, a Second Amendment on December 21, 2010, a Third Amendment on June 7, 2011, and a Fourth Amendment on August 23, 2011 (hereinafter referred to as "First Amendment," "Second Amendment," "Third Amendment" and "Fourth Amendment" respectively, incorporated by reference as if set forth herein verbatim for all purposes) for services provided at various parks 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. Contractor shall comply with the special terms and conditions from Award No. DE-EE0000916 as provided in Exhibit "A", attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- B. Except as modified herein, the Agreement and previous Amendments remain in full force and effect and have not been modified or amended.
- C. If there is a conflict between this Fifth Amendment and the Agreement and previous Amendments, provisions of this Fifth Amendment shall prevail.

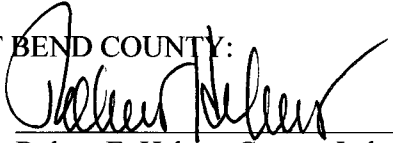
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EXECUTION

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

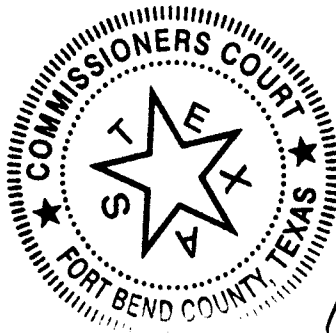
FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge


Date: 12-20-2011

ATTEST:


Dianne Wilson, County Clerk



APPROVED:

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

12/15/11
Date

CONTRACTOR:

Alternative Power Solutions, Corp.


Ralph Parrot, President

12/15/11
Date

MER:Alternative Power Solutions.PSA/3410.5th. AMEND

Attachments:

- Exhibit A: March 12, 2010 Prevailing Wage Rates
- Exhibit B: Agreement dated June 22, 2010
- Exhibit C: First Amendment dated August 24, 2010
- Exhibit D: Second Amendment dated December 20, 2010
- Exhibit E: Third Amendment dated June 7, 2011
- Exhibit F: Fourth Amendment dated August 23, 2011



EXHIBIT A

DE-EE0000916/000
County of Fort Bend, TX

Include other applicable supporting information.

*Include all delivery costs to the construction site.

26. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

27. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

28. DAVIS-BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--



(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of



all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.



STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

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

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 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:

WHEREAS, County desires that Contractor provide professional installation services to provide solar power lighting systems for Kitty Hollow Park, located in Rosenberg, Fort Bend County, Texas, and County desires to purchase from Contractor certain equipment necessary for such solar powered lighting systems, hereinafter referred to as "the Project," and Contractor represents that it is qualified and desires to perform such services; and,

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

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 agrees to perform professional installation services and provide certain equipment for the Project and for having rendered such services, the County agrees to pay to the Contractor compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor shall provide the services detailed in Exhibit A, May 28, 2010, proposal from Contractor, attached hereto and incorporated by reference as if set forth herein verbatim.
- 2.02 Contractor agrees to complete the services called for in Exhibit A on or before September 30, 2010.

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

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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

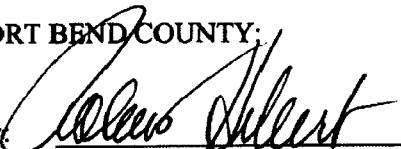
- 15.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 15.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
-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

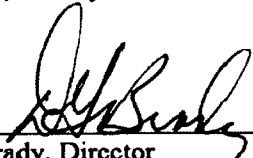
FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

Date: June 22, 2010

ATTES: 
Dianne Wilson, County Clerk


APPROVED:

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

6/22/10
Date

CONTRACTOR:

Alternative Power Solutions, Corp.

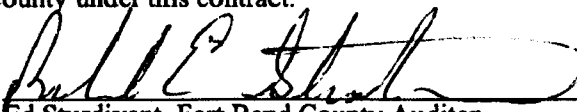

Ralph Parrott, President

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

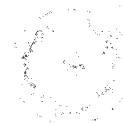
TECL #25290

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

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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:

- **Shoobox and Cobra heads:** I upgraded the shoobox 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

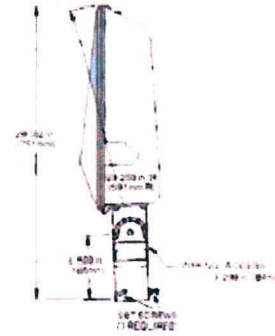




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APS-SEPA85-PF42-DAT6-SH-SG25
 Solar Electric Power Assembly 85 Watt
 82 Amp Hour Battery Assembly
 Power Flood Fixture w/ 42 Watt Lamp
 Dusk Activated Timer set for 6 Hours
 Side of Pole Horn Bracket

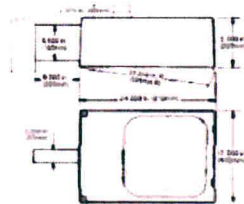


APS-SEPA125-2WM26-DAT6
 Solar Electric Power Assembly 125 Watt (Roof Mount)
 112 Amp Hour Battery Assembly
 2 Wall Mount Fixtures w/ 26 Watt Lamp
 Dusk Activated Timer set for 6 Hours



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





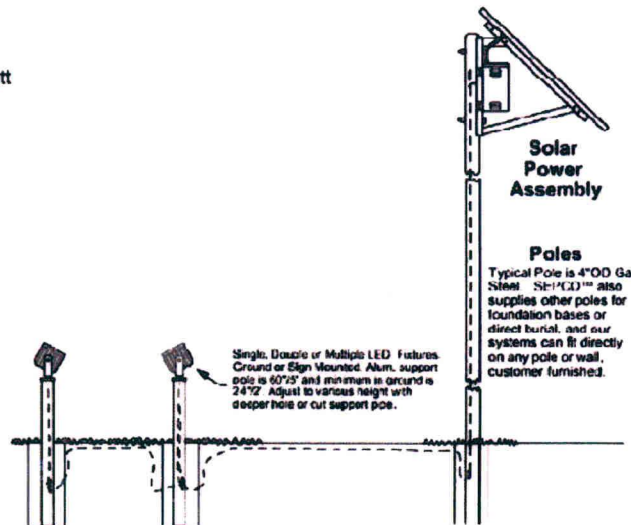
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APS-SEPA50-13WF2LED-DAT6-FB-SG
 Solar Electric Power Assembly 50 Watt
 82 Amp Hour Battery Assembly
 F2 Flood Fixture w/ 13 W LED(5 LED Disks, 9 LEDs Each)
 Dusk Activated Timer set for 6 Hours
 Fixture Bracket
 Steel Galvanized Pole up to 21'



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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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

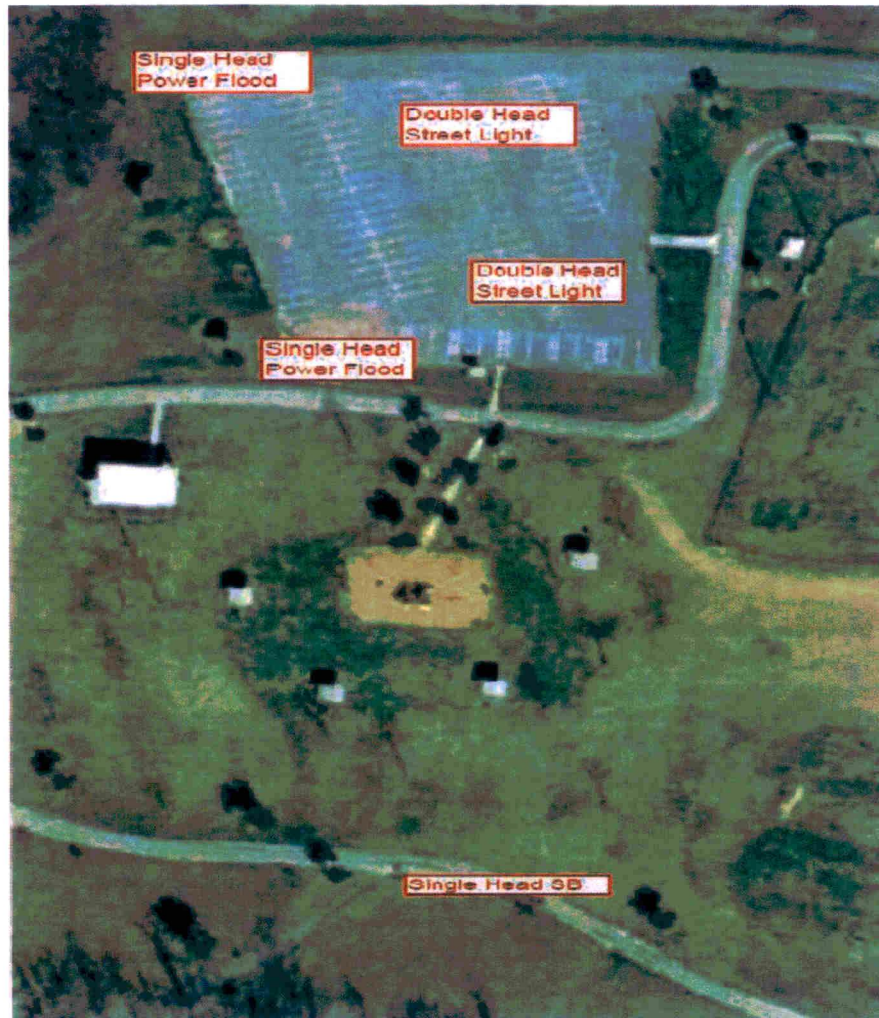




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AREA F



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TECL #25290

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-SEPA125-2WM26-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-SEPA125-2WM26-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-ZWM26-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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TECL #25290

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.

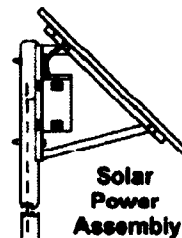


Solar Power Assembly

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.

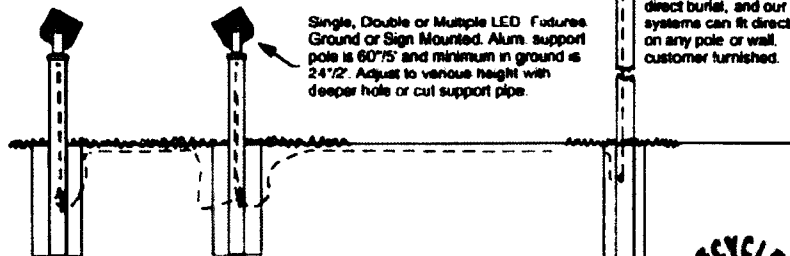
LED Flood Fixtures

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.



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.



www.apowersolutions.com

SEPCO - SOLAR ELECTRIC POWER COMPANY
 7906 SW Jack James Drive • Stuart, FL 34907
 Phone 772-220-8615 • Fax 772-220-8616
 email: sales@apowersolutions.com • web: www.apowersolutions.com



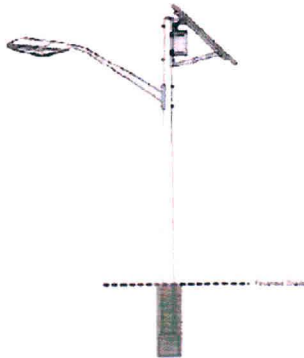
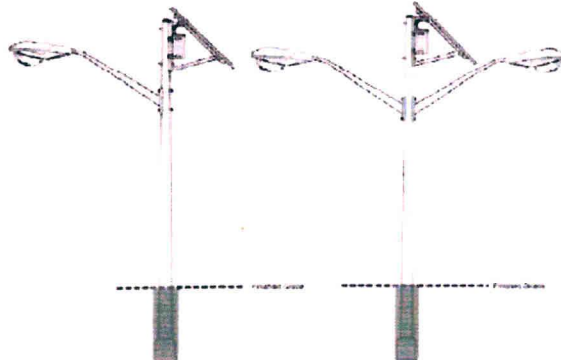


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TECL #25290

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 Retractor (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.

SEPCO - SOLAR ELECTRIC POWER COMPANY
 7986 SW Jack James Drive • Stuart, FL 34997
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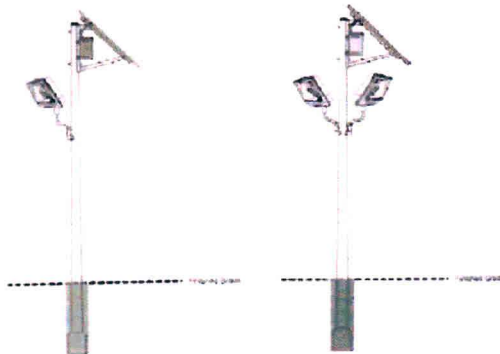


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TECL #25290

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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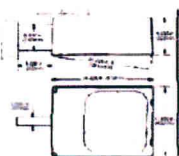
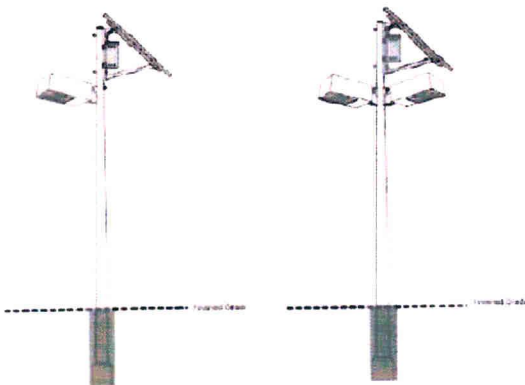


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TECL #25290

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 (S1).



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

SEPCO - SOLAR ELECTRIC POWER COMPANY
 7986 SW Jack James Drive • Stuart, FL 34997
 Phone 772-220-6615 • Fax 772-220-8616
 email: info@sepconet.com • web: www.sepconet.com





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

TECL #25290

Wall & Ceiling Lighting

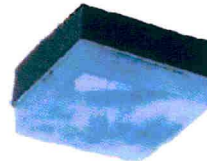
SEPCO™ offers over 2,000 models of commercial lighting. Below are some examples of wall and ceiling lighting fixtures. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, your choice of our Canopy (CA), Wall Pack (WP), or Wall Mount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

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.



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.

SEPCO - SOLAR ELECTRIC POWER COMPANY
7986 SW Jack James Drive • Stuart, FL 34997
Phone 772-220-6615 • Fax 772-220-8616
email: info@sepconet.com • web: www.sepconet.com





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

TECL #25290

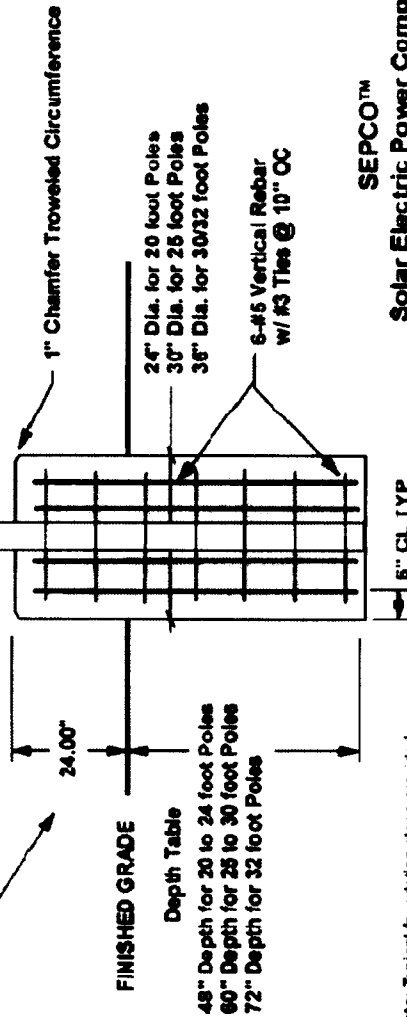
SEPCO™	Typical Foundation for 20' TO 32' Composite Pole with or without Bumper		CAD/CAM/DRE/HNOT
	PROJECT ID	DATE	04-05-08
	REVISION	DRAWN BY	S. Roberts
	APPROVED	DRAWN BY	S. Roberts
			SEPCO ENGINEERING

Pole includes Top Cap or Tenon
 Top, per specifications.

Fiberglass/Concrete Composite
 Direct Burial Pole

CONCRETE BUMPER
 AND POLE
 FOUNDATION

NOTE: For installations with
 an extended base the below
 grade depth must be kept
 as listed in the Depth Table



FINISHED GRADE

Depth Table

48" Depth for 20 to 24 foot Poles
60" Depth for 25 to 30 foot Poles
72" Depth for 32 foot Poles

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

SEPCO™
 Solar Electric Power Company
 7808 Jack James Drive Stuart, FL 34996
 772-220-0816 FAX: 1-772-220-0816 Web: sepconet.com

FM 102237

STATE OF TEXAS
COUNTY OF FORT BEND

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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.**

RECEIVED

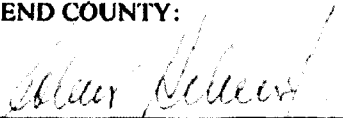
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BY

EXECUTION

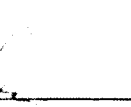
This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:


By: 
Robert E. Hebert, County Judge

Date: _____

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) 599-8378
www.apowersolutions.com

TECL #25290

August 16, 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,

A handwritten signature in black ink, appearing to read "Ralph Parrott".

Ralph Parrott
President
Alternative Power Solutions, Corp.

www.apowersolutions.com

RECEIVED



Alternative Power Solutions Corp.
 8181 Commerce Park Suite 700
 Houston, TX 77016
 Office: (713) 898-6375
 www.apowersolutions.com

TECL #28290

PROJECT PRICING

Mustang Park

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA85-SLCSUN30-DAT8-SP TYPE III	\$3,144.48	4	\$12,577.92
2	APS-SEPA125-2WM28-DAT8	\$3,053.76	1	\$3,053.76
3	APS-SEPA85-PF42-DAT8-SH	\$2,887.20	1	\$2,887.20
4	APS-SEPA178-2PF42-DAT8-2SH	\$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				\$32,084.96

South Post Oak Park

Item	Description	Unit Cost	Quantity	Total Cost
1	APS-SEPA170-PF32/ZornCamera-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-S8SUN30-DAT8-ST Type II	\$3,480.48	1	\$3,480.48
2	APS-SEPA85-SLCSUN30-DAT8-SP TYPE III	\$3,144.48	1	\$3,144.48
3	APS-SEPA85-S8SUN30-DAT8-ST Type II	Orig. Proj.	1	Orig. Proj.
4	APS-SEPA85-SLCSUN30-DAT8-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-SEPA125-2WM28-DAT8	\$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) 895-4375
www.apowersolutions.com

TECL #28290

Precinct 3 Office Sign and Ground Lighting

Item	Description	Unit Cost	Quantity	Total Cost
1	SEPA85-2F2LED13Vatt-DAT6-2FB	\$2,998.80	4	\$11,995.20
2	SEPA170-7 Kantas3.0Watt-DTD-7FB (Total 21 Lights)	\$6,024.00	3	\$18,072.00
3	Installation of Systems	\$1,700.00	7	\$8,400.00
	Total			\$38,467.20

Material Shipping - \$1,440.00

Project Cost = **\$114,524.84** 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

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STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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

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DEC 20 2010
BY: [Signature]

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*
Robert E. Hebert, County Judge

Date: 12-21-2010

ATTEST: *Dianne Wilson*
Dianne Wilson, County Clerk



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

12/20/10
Date

CONTRACTOR:

Alternative Power Solutions, Corp.
Ralph Parrot
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
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

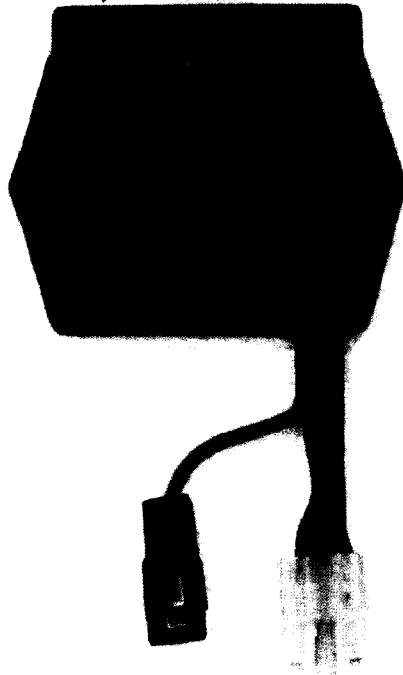
TECL #25290

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 mill 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 smart 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 772-220-6015 • Fax 772-220-6010
 email: info@sepconet.com • web: www.sepconet.com



FM 110700
STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

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

THIS THIRD 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,") a First Amendment on August 24, 2010 and a Second Amendment on December 21, 2010, (hereinafter referred to as the "First Amendment" and "Second Amendment") for services provided at various parks 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 \$30,999.14 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Contractor for services provided shall not exceed \$316,567.14.00 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 the Second Amendment
 - 4. \$30,999.14 for additional services provided under this Third 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 Third Amendment and the Agreement and prior amendments, the provisions of this Third 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

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and Equipment Purchase dated June 22, 2010, Exhibit C - First Amendment to the Agreement dated August 24, 2010, and Exhibit D - Second Amendment to the Agreement dated December 21, 2010 all exhibits incorporated by reference as if set forth herein verbatim for all purposes.

EXECUTION

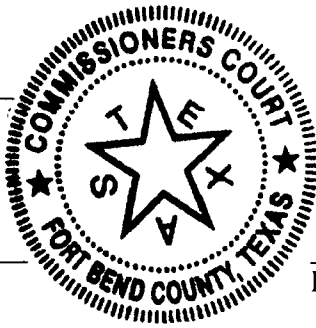
This Third Amendment shall not become effective until executed by County.

FORT BEND COUNTY

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

Date: June 7, 2011

ATTEST: *Dianne Wilson*
Dianne Wilson, County Clerk



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

Date: 6/2/11

CONTRACTOR:

Alternative Power Solutions, Corp.
Ralph Parrotty
Ralph Parrotty, President

Date: 6/1/11

MER:Alternative Power Solutions.PSA/3410.3rd AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 314,567.14 ^{an} ~~30,999.14~~ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant
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 D: Second Amendment dated December 20, 2010

EXHIBIT A



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

TECL #25290

April 18, 2011

Fort Bend County

*Solar Powered Security Lighting
RFP 10-073*

Project Extension #3

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 \$30,999.14 is in addition to our previously signed lump sum contracts totaling in the amount of \$285,568.00.

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.

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

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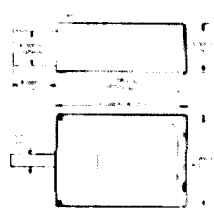


Alternative Power Solutions Corp.
8181 Commerce Park Suite 700
Houston, TX 77036
Office: (713) 595-6375
www.apowersolutions.com

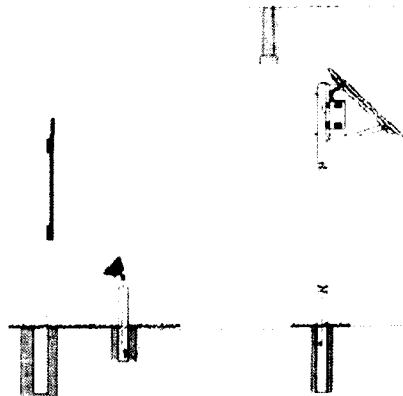
TECL #25290

System Index

APS- SEPA85-SBSUN30-DAT4+2-ST Type II
Solar Electric Power Assembly 85 Watt
82 Amp Hour Battery Assembly
Shoebbox Fixture w/ 30 Watt SUN LED
Timer set for 4 after dusk +2 before sunrise
Side of Pole Tenon Bracket



APS- SEPA85-2F2LED13Watt-Dat4+2-2FB
Solar Electric Power Assembly 85 Watt
82 Amp Hour Battery Assembly
2 ea F2 Flood Fixtures w/ 13 W LED
Timer set for 4 after dusk +2 before sunrise
Fixture Bracket
Steel Galvanized Pole up to 21'



Barbara Jordan park bathroom solar lighting systems

As we discussed, we can effectively modify the existing SEPCO solar power systems to meet your needs as follows:

1. Replace existing SEPCO dusk + 6 hour controller with a SEPCO always on controller
2. Install/wire two occupancy sensors (see attached spec sheet)—one in the men's and one in the women's room, respectively—to SEPCO battery/control box
3. Retrofit both of the existing Wall Mount light fixtures with an 18 Watt LED lamps
 - o note: on-off motion activated lighting has an adverse affect on CFL lamps..whereas it has no effect at all on LED lamp—thus the need for the retrofit
 - o The light output of 18 Watt LED lamp will be comparable to 26 Watt CFL lamp—better yet it will draw less power
4. Once the changes outlined above are complete, the system will be capable of powering two(2) 18 Watt LED Wall mount fixtures for an average of 7.5 hours of cumulative motion activated lighting per 24 hour day.



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

TECL #25290

PROJECT PRICING

Bates Allen Park

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT4+2-ST Type II	\$3,480.48	2	\$6,960.9
2	FHAB - Comp. Pole 27' DB	\$1,200.00	2	\$2,400.00
3	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,150.00	2	\$2,300.00
	Total			\$11,660.96

Kendleton Park and Ride

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT4+2-ST Type II	\$3,480.48	2	\$6,960.9
2	FHAB - Comp. Pole 27' DB	\$1,200.00	2	\$2,400.00
3	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,150.00	2	\$2,300.00
	Total			\$11,660.96

Cinco and Barker Cypress

Item	Description	Unit Cost	Quantity	Total Cost
1	SEPA85-2F2LED13Watt-Dat4+2-2FB	\$2,998.80	1	\$2,998.80
2	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,150.00	1	\$1,150.00
	Total			\$4,148.80

Barbara Jordan Bathroom

Item	Description	Unit Cost	Quantity	Total Cost
1	(2)Lighting Controllers, (2)occupancy sensors, (2)fixtures retrofit packages	\$1,328.42	1 set	\$1,328.42
2	Replacement of systems including, labor	\$350.00	2	\$700.00
	Total			\$2,028.42

Material Shipping - \$1,500.00

Project Cost = **\$30,999.14**

Notes: Foundations include concrete reinforced direct burial

pp

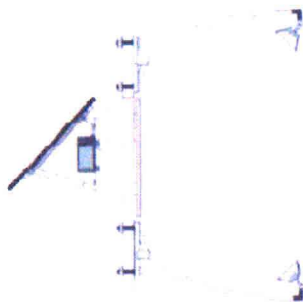
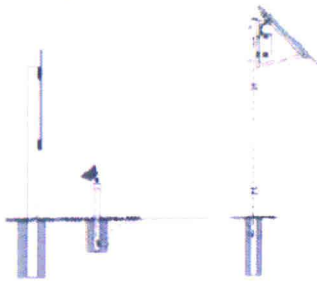


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 8181 Commerce Park Suite 700
 Houston, TX 77036
 Office: (713) 595-6375
 www.apowersolutions.com

TECL #25290

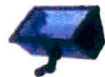
Sign & Billboard Lighting

SEPCO™ offers over 2,000 models of commercial lighting. Below are two typical sign lighting systems. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, the size flood fixture (F1, F2, F3, F4) needed to illuminate your sign, and your choice of controller. Note that one sign system includes the side of pole bracket (SP) for mounting on the top or bottom of a sign.



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"X15"X15" welded aluminum power bracket which bolts to any pole or wall. The power assembly can be mounted directly to the sign, or up to 100' away, as shown in the first line art drawing.

You have a total of four options for sign lighting fixtures. When designing your sign lighting system, the characteristics of each fixture are analyzed to provide the best illumination for the application. The F1 and F2 fixture is black powder coated and is sealed for outdoor wet locations. They feature a large flood pattern by using a mirror reflector with seven facets and an aluminum swivel mount. The F4 fixture features a long fluorescent lamp. Conversion kits with 48" lamps are available for internally illuminated signs. For more information, see the Design Guide and the Fixture F1-F4.pdf. r1/short



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 Phone 772-220-6615 • Fax 772-220-0610
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RP

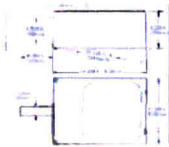
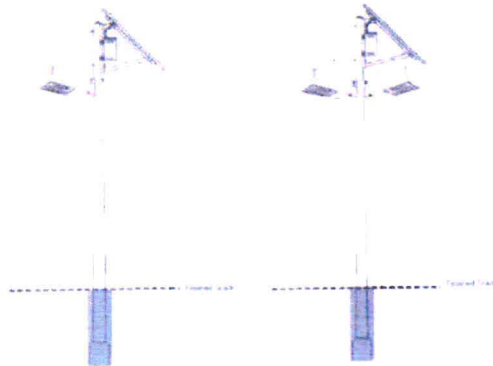


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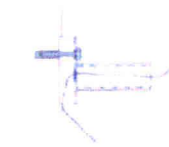
TECL #25290

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 (ST).



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" x 15" x 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.

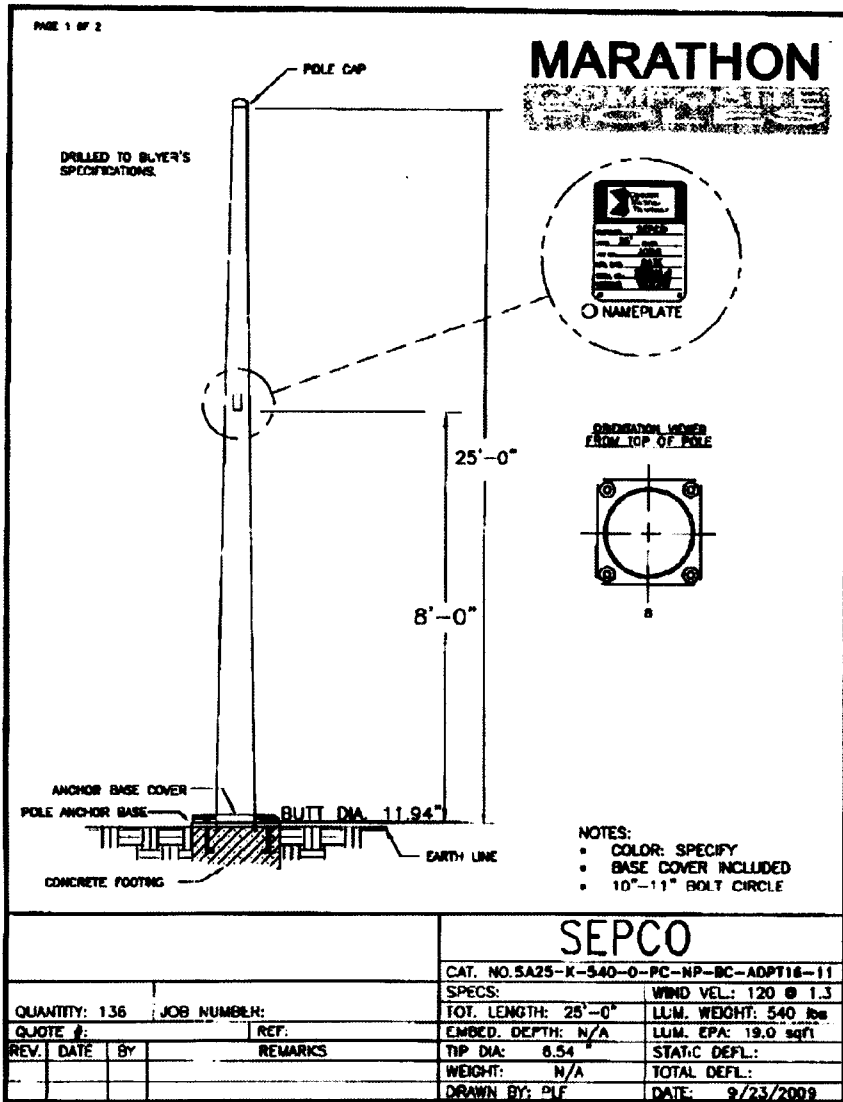
SEPCO - SOLAR ELECTRIC POWER COMPANY
 7988 SW Jack James Drive • Stuart, FL 34997
 Phone 772 220 8815 • Fax 772 220 8816
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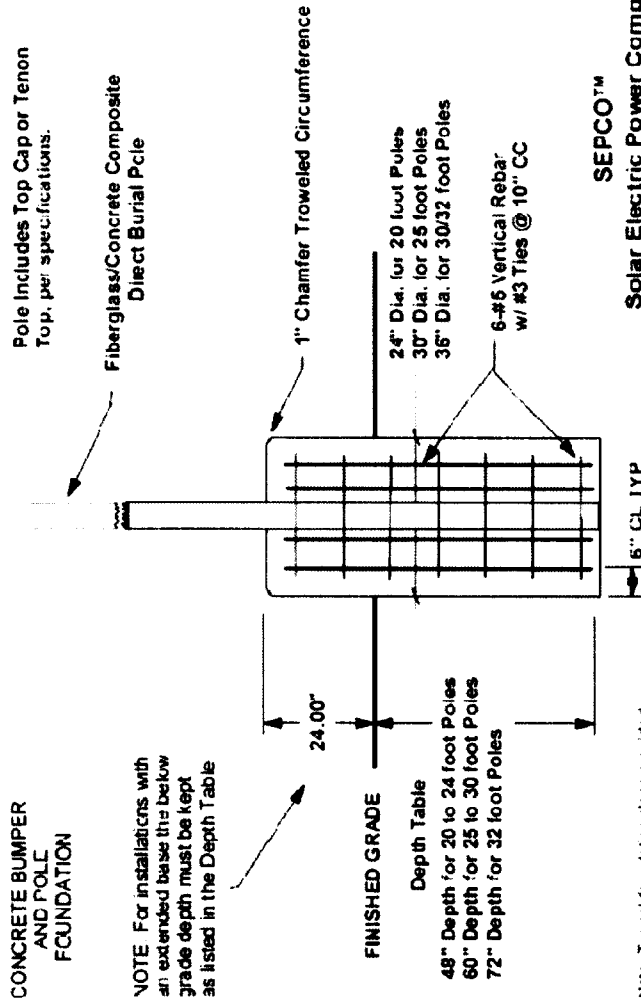
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TECL #25290

SEPCO™	Typical Foundation for 20' TO 32' Composite Pole with or without Bumper		CAD: CUBA/BEHINDT
	PROJECT ID	DATE	04-08-09
	REVISION	DRAWN BY	Rev 01-01 S. Robbins
	APPROVED	SEPCO ENGINEERING	



SEPCO™
 Solar Electric Power Company
 7985 Jack James Drive Stuart FL 34986
 772-220-8815 FAX: 1-772-320-8616 Web: sepconet.com

RP



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TECL #25290

Occupancy Sensor

Load Control Part No: OCS



- Ceiling mount PIR occupancy sensor
- 12 VDC or 24 VDC operation
- 360°, 1200 sq ft coverage
- Interfaces directly with single or multiple light fixtures through an internal power relay up to 10 Amps
- Low-profile design
- DIP switch adjustable sensitivity, time and override
- High immunity to RFI and EMI
- UL and CUL listed; Five year warranty

System Information:

The occupancy sensor is a ceiling mounted passive infrared occupancy sensor that operates lighting or other loads as it detects people entering an area. These are specified for phone kiosks, bus shelters, restrooms, park pavilions, work and storage areas that are powered by solar electricity.

Operation:

The occupancy sensors control systems via an internal isolated relay. The isolated relay has normally open and normally closed outputs and is rated for 10 Amps. When occupancy is detected, the sensor signals the light(s) to turn on. Likewise, when the controlled area is vacated, the sensor will turn the light(s) off.

Features:

The sensors feature a user-adjustable time delay which functions through a highly accurate digital timer. The time delay is programmed with a DIP switch and can be set from 30 seconds to 30 minutes. The lights will stay on while people are present and go off the time set after the controlled area is vacated. Two levels of sensitivity (minimum or maximum) are also selectable through the DIP switch. Coverage for the sensors can reach 1200 square feet using the Extended Range lens and 500 square feet using the High Density lens (circular pattern) for walking motion. Each sensor is shipped with area masking material to mask areas such as roads, sidewalks, etc. from causing false triggers.



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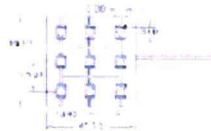
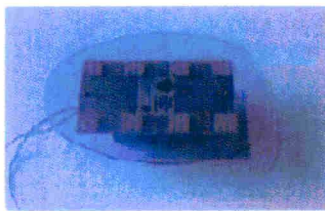
SEPCO™

SEPCO
 Part Number 18W LED Insert



18 Watt LED Lamp Insert

The SEPCO 18 Watt LED lamp insert consists of eight high intensity LED light disks to provide a large round pattern of illumination for a roadway, parking lot, security and many other applications. This 18 Watt LED lamp insert is available in all SEPCO standard light fixtures including: cobrahead, shoebox and power flood fixtures, respectively.



Part NO.	Emitting Color	Operating Voltage Range Unit: VDC	Current Draw @ 12 Volts DC Unit: ma	Luminous Flux Unit: lumens	Dominant Wavelength/CCT* Unit: nm / K	Beam Pattern Unit: degrees
LED Disk	Cool White	8-30	960	120	7000	120



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 email: info@sepconet.com • web: www.sepconet.com



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AP



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Standard Commercial Warranty

SEPA Solar Electric Power Assemblies and Lighting Systems

<u>Warranty</u>		<u>Life Expectancy</u>	
Solar Panels	25 Years	Solar Panels	30 Years*
SEPCO™ LCU-1 Controller	5 Years	SEPCO™ LCU-1 Controller	15 Years
Sealed "GEL" Battery (Full Replacement)	2 Years	Sealed "GEL" Battery	5-7 Years
Sealed "GEL" Battery (Additional Pro-Rated)	5 Years		
SEPCO™ Light Fixtures	5 Years	SEPCO™ Light Fixtures	15 Years
Mounts and Hardware	25 Years	Mounts and Hardware	30 Years
SEPCO™ D.C. Inverter Ballasts	5 Years	SEPCO™ D.C. Inverter Ballasts	15 Years
SEPCO™ Raza Fluorescent and LED Lamps	5 Years	SEPCO™ Enhanced Cold Cathode	5-7 Years
SEPCO™ D.C. to A.C. Inverters	2 Years	SEPCO™ D.C. to A.C. Inverters	15 Years
SEPCO™ D.C. to D.C. Converters	2 Years	SEPCO™ D.C. to D.C. Converters	15 Years

Limited Warranty

SEPCO™ warrants its systems to be free of defects in material and workmanship for the period of time as shown above from the date of purchase by the original purchaser. SEPCO™ will repair or replace any system or system part returned prepaid to us within the qualifications above so long as there is no evidence that the part has been misused, abused, damaged by lightning, exposed to operation beyond that implied by the system specifications or altered in any manner without the express written consent of SEPCO™. SEPCO™ disclaims any warranties expressed or implied, including warranties of merchantability and/or fitness for a particular purpose. In no event shall SEPCO™ be held liable for incidental or consequential damages. Warranty claimants must first obtain a return authorization number (RAN) before returning any part to the SEPCO™ factory. Warranty repairs will be handled during normal working hours and returned prepaid by surface transportation. SEPCO™ has the right to substitute components within the system to perform as specified.

- The battery is covered under full replacement from the date it ships from the factory for two years.
- The Additional Pro-Rated Warranty States that the day after the 24th month that the system has been shipped from the factory the customer will only be responsible for 35% of the original cost. After the 36th month the customer will only be responsible for 55% of the original cost. From the 48th month to the 60th month the customer will only be responsible for 85% of the battery.

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Alternative Power Solutions Corp. Standard Terms and Conditions

1. PURCHASE.

Customer's acceptance of APS's offer to install and sell the Equipment is limited to these terms and conditions. Upon such acceptance, APS will sell the Equipment to Customer in accordance with the terms and subject to the conditions set forth herein, in a good and workmanlike manner, but cannot be responsible for delays caused by weather, acts of God or conditions outside of APS's control. In connection herewith, any purchase order form or other document utilized or to be utilized is used for convenience only, and its terms and conditions will have no force or effect between the parties. Any change to these terms and conditions will not be binding upon APS unless in writing and signed by APS.

2. PRICE.

Unless otherwise included in the order, the price for the Equipment does not include any service, personnel or equipment for the installation of the Equipment. In addition to the price of the Equipment, Customer will be responsible for all taxes, permits and fees, including without limitation AHJ (Authority Having Jurisdiction) permits and sales tax, if applicable, surcharges and assessments, imposed by any governmental authority relating to the use of the Equipment by the Customer. Customer, at its own expense, will obtain any and all licenses, permits or authority which may be required for the installation and use of the Equipment unless stated in writing otherwise.

3. INSTALLATION OF EQUIPMENT.

APS will use its reasonable efforts to install the Equipment on the estimated date or as otherwise agreed by the parties, but APS will incur no liability to Customer for failure to do so on such date. APS may deliver the Equipment to Customer in installments or separate lots. APS reserves the right to accept or reject any request from Customer for delay installation of the Equipment. If APS accepts any such request, an adjustment may be required to the price. Unless otherwise agreed in writing, the Equipment is sold to Customer Ex-Works at APS's facilities, Houston, TX, at which time all risk of loss and damage to the Equipment will pass to Customer. No purchased Equipment may be returned to APS by Customer without APS's prior approval, and warranty matters will be the responsibility of the manufacturer and Customer. A restocking fee will be applied to authorized Equipment returns. Any Equipment returned in other than the "as shipped" condition will be refurbished by APS and such costs will be invoiced to Customer at cost plus ten percent (10%). A decrease in the quantity of an Item ordered from that quoted may cause an increase in the price per remaining item.

RD



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TECL #25290

4. PAYMENT TERMS.

APS will invoice Customer as stated in the quote, upon completion of the project or every 30 days. Conditioned upon APS's acceptance of Customer's credit and unless otherwise expressly provided in writing signed by APS, Customer will pay to APS the sum set forth in such invoice upon receipt of invoice. Any sum due to APS hereunder that is not paid by Customer when due will thereafter incur a fee until paid in full at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by applicable law.

5. LIMITED WARRANTY.

APS warrants to Customer that installation of the Equipment will be performed in a good, professional and workmanlike manner, and installation shall be free from any defect in workmanship for a period of two (2) years; provided that Customer properly maintains, operates and uses the Equipment in conformance with applicable documentation and specifications. In the event of any breach of such limited warranty, APS may, at its sole option, re-perform the installation or refund the price of the Installation received by APS to Customer. **EQUIPMENT BEING INSTALLED OR PROVIDED TO CUSTOMER SHALL HAVE, AND BE LIMITED TO, THE WARRANTY PROVIDED TO APS BY THE MANUFACTURER.** The Equipment warranty shall be conditioned upon Customer properly maintaining, operating and using the Equipment in conformance with applicable documentation and specifications. In the event of any breach of such limited warranty, APS may, at its sole option, repair or replace the defective Equipment or refund the price of such Equipment received by APS to Customer. However, all warranties set forth herein will be void if (i) Customer fails to notify APS in writing, specifying the defect of the Equipment or installation or both in reasonable detail, within 30 days of Customer's discovery of such defect, (ii) the Equipment has been repaired, modified or altered by Customer or any third party without APS's prior written consent, or (iii) Customer fails to comply with APS's instruction with respect to the disposition of the allegedly defective Equipment. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, APS MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6. ACCESS AND UTILITIES.

APS shall not be liable or responsible for relocation or damage to any utilities, including sewer, telephone, gas, cable, electric, or any other utility or line. Customer shall be responsible for providing safe and lawful access to the work area, and APS shall use reasonable efforts to not damage any property, but APS shall not be responsible for any damage to ground, landscaping, sprinklers or other property in the work area.

7. LIMITATION OF LIABILITY.

If any loss, damage, injury or death should result to Customer or any other person, whether directly or indirectly, caused by the design, manufacture, installation or use of the Equipment, the liability of APS, if any, for such loss, damage, injury or death will be limited, in the aggregate, to the amount invoiced to and paid by Customer for the Equipment and/or installation. In no event will APS be liable to Customer for any incidental, consequential, indirect, special, or punitive damages or liabilities of any kind or for loss of revenue or profit, loss of business or other financial loss.

pa

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

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

THIS FOURTH 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,") a First Amendment on August 24, 2010, a Second Amendment on December 21, 2010, and a Third Amendment on June 7, 2011 (hereinafter referred to as "First Amendment," "Second Amendment," and "Third Amendment respectively, incorporated by reference as if set forth herein verbatim for all purposes) for services provided at various parks 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

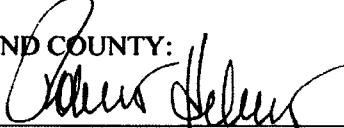
For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Contractor hereby agree as follows:

- A. Contractor shall compensate all persons employed by Contractor on the Project as described in Exhibit "A" – Prevailing Wage Rate, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes, and for having rendered such services, the County agrees to pay Contractor as provided in the Agreement and previous Amendments.
- B. Except as modified herein, the Agreement and previous Amendments remain in full force and effect and have not been modified or amended.
- C. If there is a conflict between this Fourth Amendment and the Agreement and previous Amendments, provisions of this Amendment shall prevail.

EXECUTION

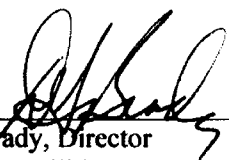
This Fourth Amendment shall not become effective until executed by County.

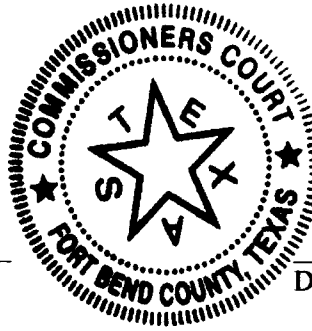
FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

Date: August 23, 2011

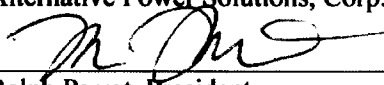
ATTEST: 
Dianne Wilson, County Clerk

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



8/23/11
Date

CONTRACTOR:

Alternative Power Solutions, Corp.

Ralph Parrot, President

8/10/11
Date

MER: Alternative Power Solutions.PSA/3410.4th. AMEND

Attachments:

- Exhibit A: March 12, 2010 Prevailing Wage Rates
- Exhibit B: Agreement dated June 22, 2010
- Exhibit C: First Amendment dated August 24, 2010
- Exhibit D: Second Amendment dated December 20, 2010
- Exhibit E: Third Amendment dated June 7, 2011

ELEC0716-004 09/01/2008

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers).....	\$ 24.85	7.61

ELEV0031-001 01/01/2010

	Rates	Fringes
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

PLAS0681-002 04/01/2005

	Rates	Fringes
PLASTERER Galveston County.....	\$ 20.15	3.20

PLUM0068-005 10/01/2009

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 28.54	8.78

PLUM0211-007 11/09/2009

	Rates	Fringes
Pipefitters (Excluding HVAC Pipe).....	\$ 28.07	9.31

6

SFTX0669-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.90	15.35

SHEE0054-005 07/01/2009

	Rates	Fringes
Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct).....	\$ 25.74	10.17

SUTX2005-014 04/28/2005

	Rates	Fringes
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 Install).....	\$ 12.49	1.38
Formbuilder/Formsetter.....	\$ 11.03	0.00
GLAZIER.....	\$ 14.01	2.72
INSULATOR -BATT AND FOAM...	\$ 11.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.01	0.00

	Rates	Fringes
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)).

 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.

END OF GENERAL DECISION