

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

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

THIS SIXTH 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:

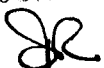
County and Contractor previously entered an Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010 (hereinafter referred to as the "Agreement,") a First Amendment on August 24, 2010, a Second Amendment on December 21, 2010, a Third Amendment on June 7, 2011, Fourth Amendment on August 23, 2011 and a Fifth Amendment on December 20, 2011 (hereinafter referred to as "First Amendment," "Second Amendment," "Third Amendment," "Fourth Amendment" and "Fifth 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. An additional amount not-to-exceed \$5,186.61 shall be available for services provided for the Project at Bates Allen Park as described in Exhibit A. The amount paid to Contractor for services provided shall not exceed \$321,753.75 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 services under the Third Amendment
 *no additional funding was provided under the Fourth and Fifth 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 and Amendments remain in full force and effect and has not been modified or amended.

7/3/12 3 originals returned to Laura at Facilities

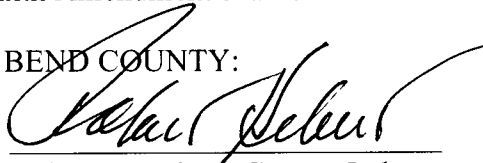
JUN 25 2012


- D. If there is a conflict between this Sixth Amendment and the Agreement and prior amendments, the provisions of this Sixth Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A - proposal from Contractor dated May 15, 2012 and Amendments 1-5, incorporated by reference as if set forth herein verbatim for all purposes.

EXECUTION


This Sixth Amendment shall become effective upon execution by County.

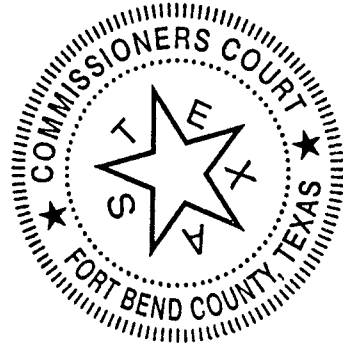
FORT BEND COUNTY:

By: 
 Robert E. Hebert, County Judge

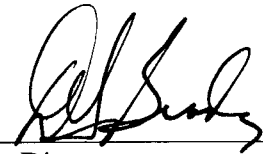
Date: 6-26-2012

ATTEST:


 Dianne Wilson, County Clerk



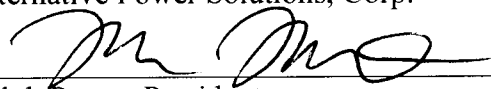
APPROVED:

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

Date 6/25/12

CONTRACTOR:

Alternative Power Solutions, Corp.


 Ralph Parrot, President

Date 6/25/12

MER:Alternative Power Solutions.PSA/3410.6th. 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 G: Fifth Amendment dated December 20, 2011

EXHIBIT A



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

TECL #75290

May 15, 2012

Fort Bend County

Solar Powered Security Lighting

Project Extension



To: Mr. Don Brady

Company: Fort Bend County

Install Location: Bates Allen Park

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 \$5,186.61 is in addition to our previously signed lump sum contract.

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
Alternative Power Solutions, Corp.

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

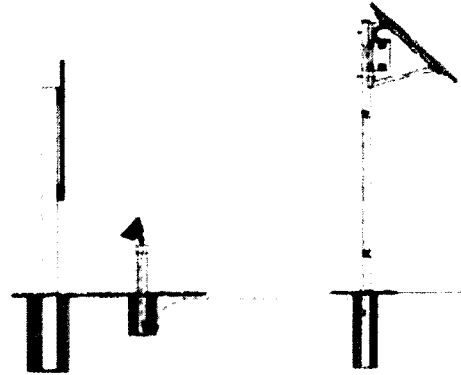


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System Index

APS- SEPCO-SEPA85-2F25/9-DAT6/2-2FB
 Solar Electric Power Assembly 85 Watt
 82 Amp Hour Battery Assembly
 2 Small Flood Fixtures w/ 5 LED Disks, 9 LEDs Each
 Dusk Activated Set for 6/2 Hours
 Fixture Bracket



System features two (2) F2 flood light fixtures—each equipped with a high intensity 13 Watt LED lamp and direct burial light fixture bracket. Together, two (2) high intensity 13 Watt F2 LED flood light fixtures—ground mounted 1'-3' away from the house at a upward tilt—will provide good uplighting for two large areas on/around the house

In order to provide power for Dusk + 6 Hour + 2 Hour Pre-Dawn Lighting (i.e. light fixture will turn on at dusk for 6 hours..off..then turn back on 2 hours prior to dawn) 7 days/week...365 days/year...for 25+ years in greater Houston, TX area, two(2) 13 Watt F2 LED flood light fixtures will require a SEPCO 85 Watt solar power system (see attached SEPA 85 watt solar power system spec sheet).

With regard attached quote, please consider the following:

- SEPCO 85 Watt solar power systems outlined above come ready to mount to either a wall, rooftop or pole (note: we recommend a 4" steel galvanized steel pole—which is also available through SEPCO in desired length up to 21 ft. for \$400) and can be placed up to 100 ft away and connected to the light fixtures via standard 12/2 UF cable. (note: if fixtures are located farther than 100' away from the solar power systems, heavier gauge wire will need to be used to compensate for voltage drops
- No concerns about inclement weather affecting the performance of SEPCO solar sign lighting system as built in battery storage will provide power for up to five(5) nights of lighting with zero sun
- SEPCO solar power systems must face south and be mounted in an area with no shading from 10am-3pm in order to maximize efficiency
- The only routine maintenance required on a SEPCO solar lighting system is:
 - LED Lamp Replacement: 5 Year Warranty (50,000+ hours life expectancy)
 - Battery Replacement: 5 year warranty (5-7 year life expectancy)

PROJECT PRICING

Precinct 3 Office Sign and Ground Lighting

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPCO-SEPA85-2F25/9-DAT6/2-2FB + Poles	\$4,114.11	1	\$4,114.11
2	Shipping + Installation of Systems	\$1,072.50	1	\$1,072.50
	Total			\$5,186.61

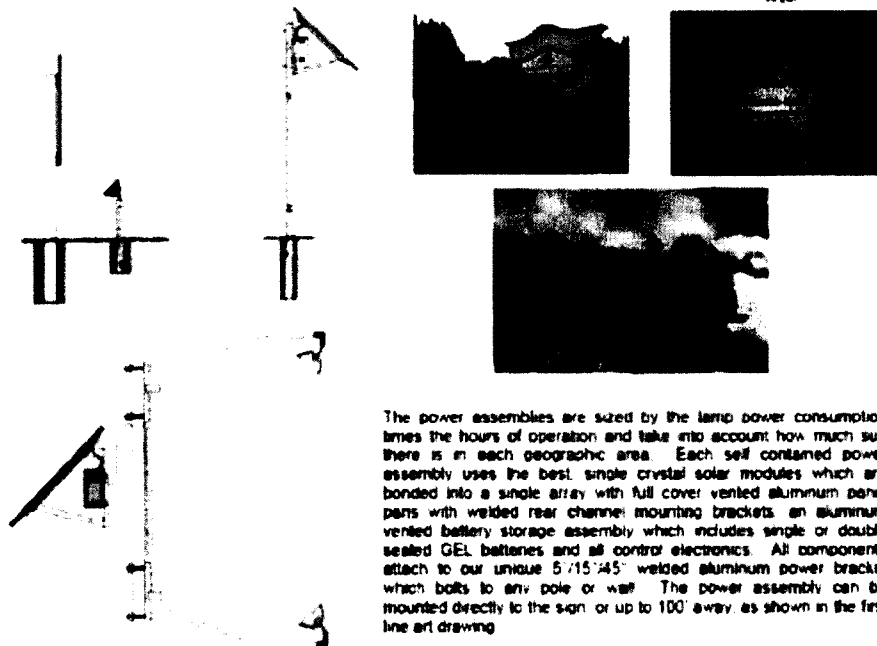


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Sign & Billboard Lighting

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, high performance flood fixture with mounting bracket needed to illuminate your sign 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 parts 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 5/16" x 45" 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.

SEPCO offers many different types of flood light fixtures. When designing your sign lighting system, the characteristics of each fixture are analyzed to provide the best illumination for the sign lighting application. Please consult SEPCO solar lighting specialist for more information.

SEPCO - SOLAR ELECTRIC POWER COMPANY
 7986 SW Jack James Drive • Stuart, FL 34997
 Phone 772 220 8815 • Fax 772 220 8816
 email: info@sepcoco.com • web: www.sepcoco.com





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SEPCO™

SEPCO Fixture
 Part Number F2LED



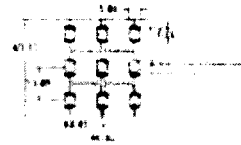
Flood Fixture

F2 = 9' x 6' Available with 7, 10 or 13 Watt LED Lamp



Utilizing high intensity LED light disks, this is an economical fixture ideal for continuous lighting such as wall washing, sign lighting, or landscape illumination

- Standard Features Include
- Black powder coat finish
 - Chassis designed for easy maintenance
 - Sealed for outdoor wet locations
 - Clear acrylic lens
 - Large flood pattern
 - Aluminum swivel mount
 - 12 VDC
 - 50,000 Hour Lamp Life



Disks come preassembled in fixture from factory

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
1 LED Disk	Clear White	8-30	950	120	7000	120

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Solar Electric Power Company © Copyright 2007 All rights reserved. Fixture F2.pdf



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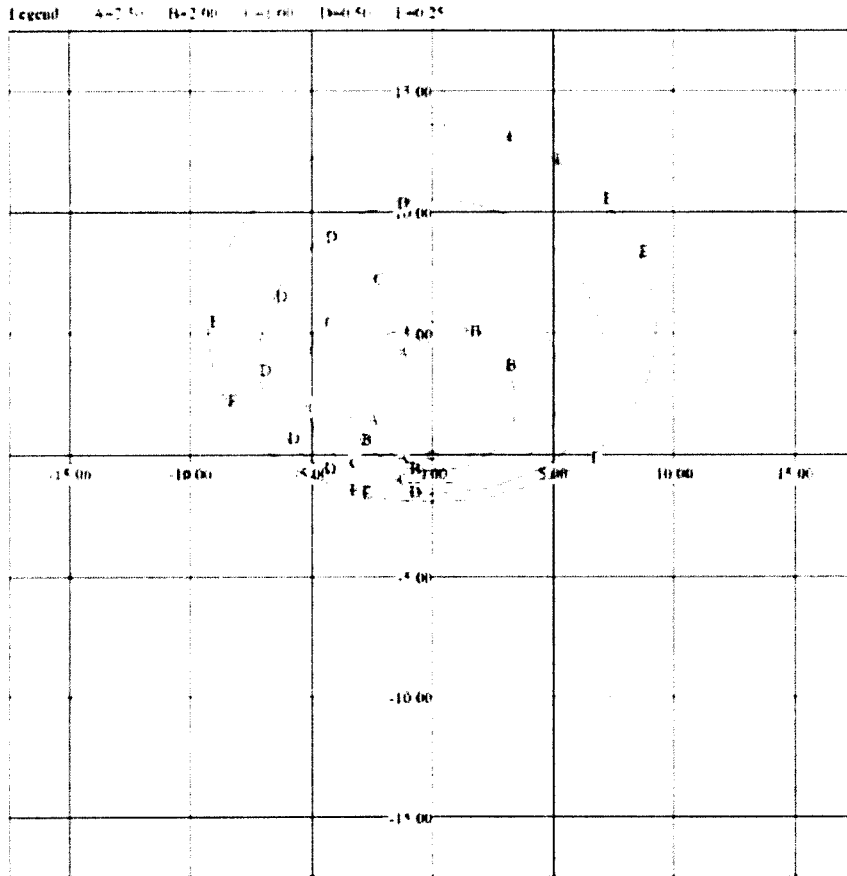
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CONTOUR PLOT

Apr 22 2010

TEST # 0167-015ed
 CATALOG # EL167-15LED
 LAMP
 TOTAL LUMENS 600
 LLJ 1.00
 BEAM UNITS 10
 SCALE 1 IN = 5.0 FT

ASSEMBLY CONFIGURATION (FEET) Custom 1 Dim
 M HGT ARM LEN ARM ORN LUM ORN TILT ROT
 5.00 0.00 0.00 0.00 50 0



Created by LitePro version 2.020, which is provided and supported by Columbus Lighting, Alex, and Prescot. Calculations not performed in accordance with IESNA procedures. Columbus, Alex, and Prescot are not responsible for the light output of lamps and ballasts or design errors, not shown.

LitePro



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SEPARS Solar Electric Power Assembly



Features & Benefits:

- The SEPARS solar electric power assembly features a 95 Watt solar panel, full protective panel pan, and single support power bracket.
- The 82 Amp hour battery is contained within a vented aluminum battery box and includes a wiring harness and control electronics.
- There are 14 different controllers to chose for different types of applications such as dusk to dawn dusk activated, motion detector, etc.
- The systems are built for easy installation with quick connect terminals and can be mounted to a wall, roof, or pole.
- Every system is available to produce DC or AC power depending on the needs of the device.
- Meets AASHTO 150 mph wind force ratings.
- Powder coating and custom design available.
- 5 year maintenance free and system warranty.





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Specifications

Panel Assembly

A 85 Watt single array consists of one 85 Watt module which is integrally mounted upon and power riveted to a vented aluminum panel pan featuring full panel backside damage prevention, welded substantial aluminum mounting rails, power riveted aluminum end rails and terminated in pre-wired 3 prong Molex type connector. Solar array produces 5 amps charge current and measures 47.3"L x 20.8"W x 2.1"D. The array has a 10 year warranty for 10% power loss and 25 year warranty for 20% power loss. Solar array has a life cycle testing and actual field proven life of over 30 years.

Battery Assembly

A vented aluminum box containing an 82 amp hour sealed GEL battery which is integrally mounted and pre-wired to include a standard wire harness with simple plug in connections for the SEPCO™ LCU1 Lighting Computer/Control Unit and the solar panel assembly. The low profile design contains a preformed and welded back mounting plate for easy slide on attachment to the power bracket. Battery assembly contains SEPCO™ unique "Through the Pole" rear wire routing output for no exposed wiring to provide a neat clean appearance for the finished installation.

The system is warranted for 5 years. Battery assembly is complete with all stainless steel mounting hardware. All metal crafting has been performed by high speed robotic presses using computer programmed instructions.

Power Bracket

An all aluminum, unique single support 5/15/45 degree power bracket consists of a substantial aluminum channel affording mounting to any pole or wall. Circumference welding of strong schedule 40-.25" aluminum pipe in a single support arrangement to provide maximum strength for wind loading. The power bracket contains predrilled and tapped battery slide mount bolts of stainless steel and two 11/16" mounting holes for utility standard 5/8" mounting bolts. The bracket contains the unique "Through the Pole" battery wire hole for no exposed system wiring.

The SEPCO solar electric power assemblies have proven themselves as the most rugged and robust design in thousands of installations worldwide since their introduction in 1994. SEPCO systems surpass all codes, compliances, and quality controls.



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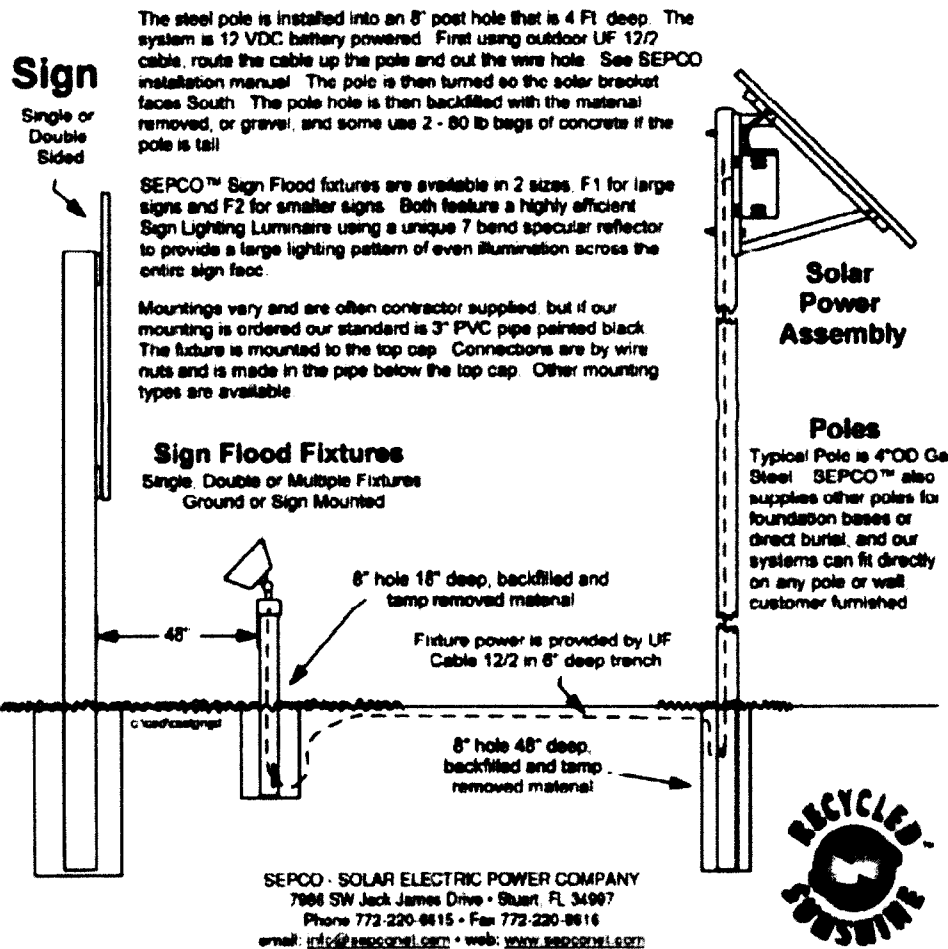
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SEPCO™ Solar Electric Lighting System Sign Lighting Systems INSTALLATION GUIDE



Solar Power Assembly

SEPCO's Solar Electric Lighting System Power Assembly (SEPA) is self-contained and 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.





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Standard Commercial Warranty

SEPA Solar Electric Power Assemblies and Lighting Systems

Warranty

Solar Panels	25 Years
SEPCO™ LCU-1 Controller	5 Years
Sealed "GEL" Battery (Full Replacement)	2 Years
Sealed "GEL" Battery (Additional Pro-Rated)	5 Years
SEPCO™ Light Fixtures	5 Years
Mounts and Hardware	25 Years
SEPCO™ D.C. Inverter Ballasts	5 Years
SEPCO™ Rapid Fluorescent and LED Lamps	5 Years
SEPCO™ D.C. to A.C. Inverters	2 Years
SEPCO™ D.C. to D.C. Converters	2 Years

Life Expectancy

Solar Panels	30 Years*
SEPCO™ LCU-1 Controller	15 Years
Sealed "GEL" Battery	5-7 Years
SEPCO™ Light Fixtures	15 Years
Mounts and Hardware	30 Years
SEPCO™ D.C. Inverter Ballasts	15 Years
SEPCO™ Enhanced Cold Cathode	5-7 Years
SEPCO™ D.C. to A.C. Inverters	15 Years
SEPCO™ D.C. to D.C. Converters	10 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 65% 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.

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.



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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.

8. INDEMNITY.

Customer will defend, indemnify and hold APS harmless from any loss, claim, damage, cost (including attorney's fees) or liability arising out of any act or omission of Customer in using the Equipment.

9. FORCE MAJEURE.

APS's delivery of the Equipment hereunder is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of APS. APS will not be liable to Customer for any damages arising from APS's delay in delivering or failure to deliver the Equipment as a result of any such cause.



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10. PARTIES BOUND.

The terms and conditions set forth herein are binding on the parties and their respective heirs, executors, administrators, successors and assigns, and may not be assigned by Customer without APS's prior written consent.

11. GOVERNING LAW.

The terms and conditions contained herein shall be construed in accordance with, and all disputes hereunder shall be governed by, Texas law, jurisdiction being in Ft Bend County.

12. ENTIRETY AND AMENDMENTS.

These terms and conditions represent the final and entire agreement between the parties with respect to their subject matter and may not be contradicted by evidence of prior or contemporaneous agreements by the parties. These terms and conditions will control any conflict between the terms and conditions contained herein and those contained in any other agreement or document.