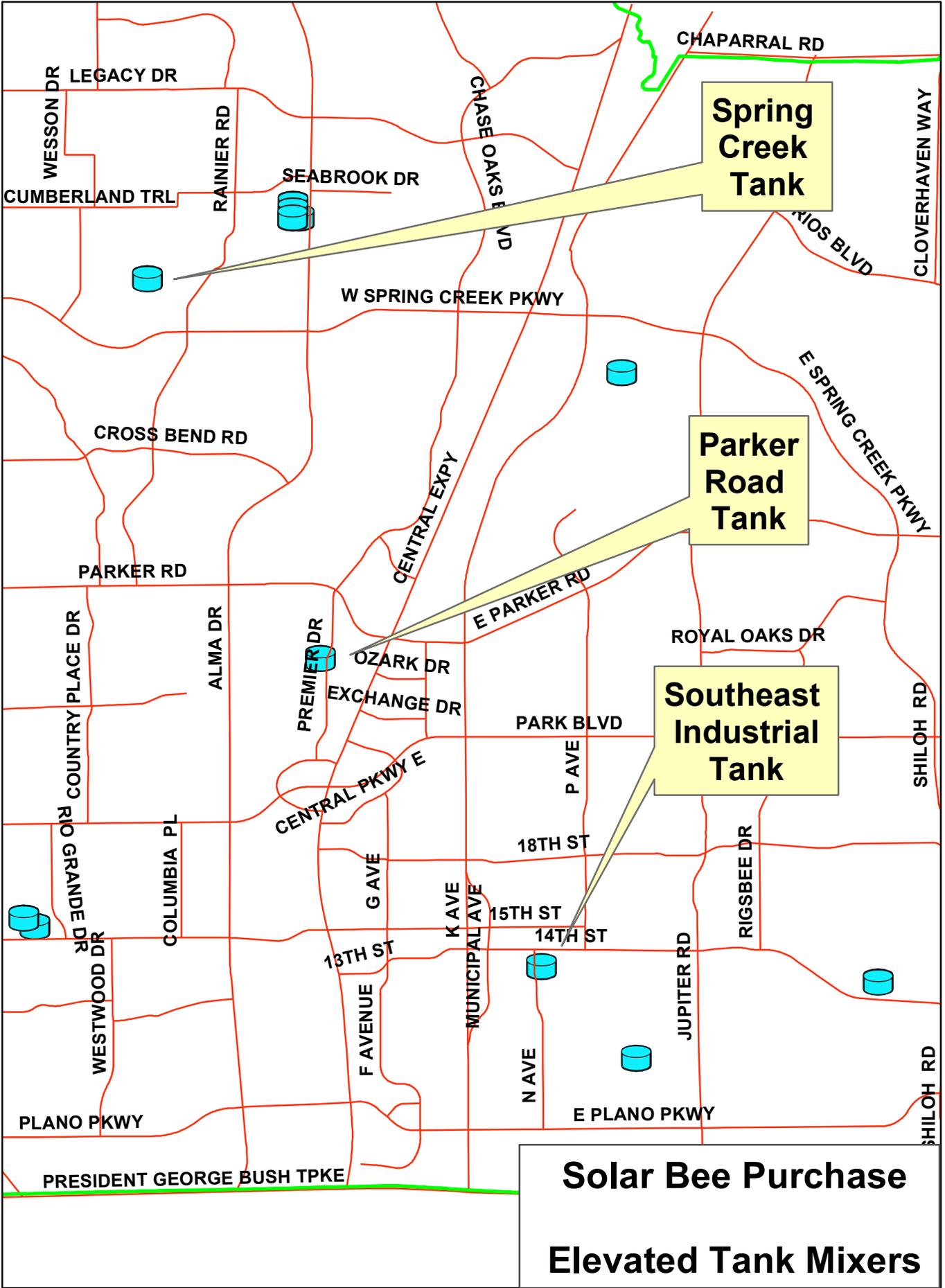




**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/27/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and SolarBee, Inc., the sole source provider of SolarBee Potable Water Mixers; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	52,282	1,467,718	0	<b>1,520,000</b>
Encumbered/Expended Amount	-52,282	-11,906	0	<b>-64,188</b>
This Item	0	-127,953	0	<b>-127,953</b>
<b>BALANCE</b>	<b>0</b>	<b>1,327,859</b>	<b>0</b>	<b>1,327,859</b>
<b>FUND(S): WATER CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2011-12 Water CIP. This item, in the amount of \$127,953, will leave a current year balance of \$1,327,859 for the Water Quality project. <b>STRATEGIC PLAN GOAL:</b> Water quality improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>The City of Plano has had problems maintaining water quality in its elevated tanks in the 795 service area which supplies water to the eastern portion of the city. The Public Works Department has had to flush water from its tanks and in some cases take the elevated tanks out of service. The Department has investigated several methods to address this problem. Our determination is the installation of solar powered mixers is the option that best improves the quality of the water in our elevated tanks. Especially during the drought that we are currently in, it is important that we do as much as we can to minimize the amount of water that we flush.</p> <p>The proposal is to install mixers on the Spring Creek, Parker Road and Southeast Industrial Elevated Tanks. These are the tanks that we have had the most problems with. In the future we may install mixers on other tanks.</p> <p>The cost for the mixers and their installation is \$127,953.00.</p>				
List of Supporting Documents: Location Map, Agreement			Other Departments, Boards, Commissions or Agencies N/A	



**Solar Bee Purchase  
Elevated Tank Mixers**

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and SolarBee, Inc., the sole source provider of SolarBee Potable Water Mixers; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City of Plano has a need to improve the water quality in its elevated storage tanks; and

**WHEREAS**, the Public Works Department has determined that the installation of solar powered mixing devices is the best option available; and

**WHEREAS**, SolarBee, Inc., is the sole source provider and patent holder for a solar powered mixing device; and

**WHEREAS**, the City Council has been presented with an agreement between the City of Plano and SolarBee, Inc., to supply and install three solar powered mixing devices, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement should be approved, and that the City Manager or his designee shall be authorized to execute the Agreement on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The City Council hereby finds and determines that SolarBee, Inc., is the sole source provider of specialized equipment, solar powered mixing devices for the Spring Creek, Parker Road and Southeast Industrial Elevated Water Tanks; and, thus, the purchase of such solar powered mixing devices is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

**Section II.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizen, are hereby in all things approved.

**Section III.** The City Manager or his authorized designee is hereby authorized to execute the Agreement and any other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 27th day of February, 2012.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND SOLARBEE, INC.**

**SOLE SOURCE**

**THIS CONTRACT** is made and entered into by and between **SOLARBEE, INC.**, a North Dakota corporation, whose address is 3225 Highway 22, Dickinson, North Dakota 58601-9419, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials, and equipment necessary for the installation of SolarBee Potable Water Mixers at Southeast Industrial, Parker and Spring Creek Elevated Storage Tanks. These products and services shall be provided in accordance with the Specifications for SolarBee Potable Water Mixer, a copy of which is attached hereto and incorporated herein as **Exhibit "1"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "1"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Specifications for SolarBee Potable Water Mixer (**Exhibit "1"**);
- (b) Contractor's Bid (**Exhibit "1"**);
- (c) Insurance Requirements (**Exhibit "2"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "3"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.  
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall be complete within ninety (90) days following notice to proceed from City. The work shall be completed at each location within six (6) days after the work is commenced.

### III. WARRANTY

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "1"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for the periods specified in **Exhibit "1"**, commencing on the date that City issues final written acceptance of the project.

### IV. PAYMENT

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED FIFTY THREE AND 00/100 DOLLARS (\$127,953.00)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

### V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

### VI. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be

encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

## VII. INDEMNIFICATION

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

## VIII. COMPLIANCE WITH APPLICABLE LAWS

**Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH**

**LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.  
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.  
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.  
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "2"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.  
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "3"**.

**XV.  
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.  
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.  
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XX.  
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XXI.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXII.  
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**SOLARBEE, INC.**

Date: Feb 16, 2012

By: Willard R. Tormaschy  
Willard Tormaschy  
CORPORATE SECRETARY

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF NORTH DAKOTA       §**  
**§**  
**COUNTY OF STARK               §**

This instrument was acknowledged before me on the 16<sup>th</sup> day of February, 2012, by **WILLARD TORMASCHY**, Corporate Secretary of **SOLARBEE, INC.**, a North Dakota corporation, on behalf of said corporation.

**KRISTY HINTZ**  
**NOTARY PUBLIC, STATE OF NORTH DAKOTA**  
**MY COMMISSION EXPIRES JULY 10, 2014**

*Kristy Hintz*  
\_\_\_\_\_  
Notary Public, State of North Dakota

**STATE OF TEXAS               §**  
**§**  
**COUNTY OF COLLIN           §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT  
"1"**



Bert Hibel - Regional Manager  
303-955-7914 • Bert@SolarBee.com

Represented Locally by Moody Bros. Inc.  
Ken Moody • 713-462-8544

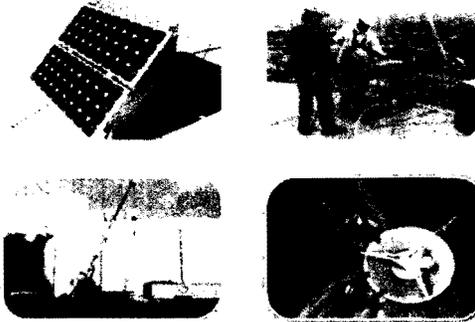
**SolarBee Potable Water Mixer**

**Proposal**

for:

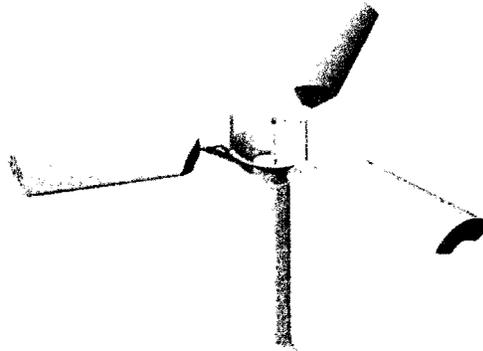
**City of Plano, TX**

**c/o Gerald P. Cosgrove  
Director of Public Works**



*December 30, 2011*

**NSF**



*SolarBee Model SB1250PW v18 Solar-Powered Mixer*

3225 Highway 22 • Dickinson, ND 58601  
Tel. (701) 225-4495 • Toll Free: (866) 437-8076 • Fax: (701) 225-0002  
[www.SolarBee.com](http://www.SolarBee.com)

## 1.0 INVESTMENT OPTIONS

Equipment Purchase (See Appendix A)			
Quantity	Description	Purchase Cost Each	Purchase Cost Total
1	SB1250PWc v18 machine for Parker Road Tank (40' Hose):	\$30,650	\$30,650
1	SB1250PWc v18 machine for SE Industrial Tank (50' Hose):	\$31,080	\$31,080
1	SB1250PWc v18 machine for Spring Creek Tank (40' Hose):	\$30,650	\$30,650
<b>Total Equipment Cost:</b>			<b>\$92,380</b>
Applicable Taxes:			to be determined
3	Potable Factory Delivery, Installation and Startup:	\$13,950	\$41,850
Multiple Unit Delivery Discount:		15%	(\$6,278)
<b>Total Delivery, Installation, and Startup Cost:</b>			<b>\$35,573</b>
<b>Total Investment (excluding taxes):</b>			<b>\$127,953</b>

## 2.0 OPTIONS - Call us to discuss pricing for the following items:

2.2 Options for Solar-Powered Models		
SCADA for the solar-powered v18 units	All v18 models come standard with a SCADA brain-board with six outputs. For on-site communication options, please contact our SCADA Engineering Department.	Please request option list
LED RPM Indicator for solar-powered units	Recommended when SCADA is not available. An electronic pulsing monitor is added to the digital controller and a flashing green LED beacon is located outside of the tank. The LED indicates the SolarBee impeller rotational speed, and the beacon can be directionally targeted for ground level viewing.	\$1,000
Additional 80-watt PV panel	Recommended when ice is an issue. The extra photovoltaic solar panel will improve ice control during winter periods when solar energy is at its lowest.	\$1,000

2.3 Options for all Models		
 Portable Disinfectant Boost System	Consider when occasional on-site boosting is desired. Portable Disinfectant Boost System (designed to be installed in the back of a pickup), safe, durable chemical transfer system to boost disinfectant in potable water reservoirs. Boosting rate up to 4 gpm, one system can treat multiple tanks, approximate dimensions: 20" W x 52" L x 20" H. Air compressor (4 cfm @ 60 psi) is required to operate the air-powered diaphragm pump; air compressor not included. Brochure available upon request.	\$5,500
 SolarBee Beekeeper	SolarBee's maintenance and support program is available for all models. Please see Appendix C for more details.	Call for pricing
 THM Removal System	Effective and economical air-stripping system that works in conjunction with a SolarBee mixer to strip TTHM from potable water storage tanks and clearwells. For more information on the THM removal system, please contact us.	Call for pricing

### *Appendix A: Equipment*

**SB1250PW v18 / SB1250PWc v18:** High-flow NSF / ANSI Std 61-G Certified mixer, 316-stainless steel and non-corrosion polymer construction, 25-year life high-efficiency brushless electric motor designed to provide day and night operation with a solar-charged battery power system, digital control system for intelligent power management specific to this application, six parameter SCADA outputs, one (1) 80-watt solar panel and control box mounted on a 316SS pedestal, 8" diameter fluid intake hose, and fluid intake injection assembly (injection hose from the intake to the top of the tank). NOTE: (A) Can be installed through a hatch size with a minimum unobstructed clearance of: 26" X 26" for SB1250PW / 24" diameter for SB1250PWc collapsible model; (B) There is minimal impact from mounting PV panels and control box (typically only one penetration), and the integrity of the tank coating is maintained; (C) See Appendix D for information on the most extensive warranty in the industry.

### *Appendix B: Factory Delivery, Installation and Startup*

#### **Factory Delivery, Installation and Startup:**

SolarBee, Inc. will typically send a team of 3-4 trained factory representatives to deliver equipment, perform on-site final assembly, placement and startup functions, and to train the customer's personnel on the operation and maintenance of the SolarBees. The teams are trained to meet confined space, over-water and at-elevation safety requirements. Special safety equipment is utilized and special safety procedures are followed to meet all OSHA safety requirements.

Complete details of the factory delivery, installation and startup, including safety information, are available upon request.

### *Appendix C: Beekeeper Service Program*

The Beekeeper Service Program utilizes trained factory crews to keep proprietary designed equipment operating at optimal efficiency and performance. In addition to full maintenance and service, the Beekeeper:

- extends the warranty during the term of the Beekeeper.
- covers damage from Acts of God and vandalism.
- provides for power system upgrades and updates.
- provides hardware, firmware, and software for computer upgrades.
- provides scientific and technical support.
- provides for scheduled and unscheduled field service calls, and much more.

Please request the Beekeeper brochure for more details.

### *Appendix D: General Provisions*

**Purchase of the SolarBee circulation equipment in this quotation is an "Equipment Purchase," not a "Construction Project":**

SolarBee circulation equipment is portable, and can be easily relocated or removed entirely from the premises at any time. They do not become an integral part of any building or other structure, and never become part of "real estate". Therefore, to purchase SolarBee circulation equipment, the city or other organization purchasing SolarBees should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. SolarBee reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project. SolarBee, Inc. has not found any state or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and startup performed by factory personnel.

**Assumptions:**

This quotation may be based on worksheets and calculations that have been provided to the customer, either previously or else attached to this quotation. The customer should bring to our attention any discrepancies in data used for these calculations.

**Quotation Validity Term:**

This quotation replaces all prior quotations for this project. It is valid until replaced by a subsequent quotation, or until 2/28/2012, whichever occurs first.

**Delivery Time:**

Delivery is due by 4/30/2012. This is contingent upon SolarBee receiving a purchase order and all necessary paperwork at least 6 weeks before this date.

**Payment Terms:**

For governmental entities, and for homeowners associations that have pre-approved credit, payment is due 30 days after invoice date, and invoicing occurs when the goods leave the factory. For private individuals, payment is due by credit card or cashier's check before the goods leave the factory.

**Currency:**

All prices shown are in U.S. Dollars, and all payments made must be in U.S. Dollars.

**Maintenance and Safety:**

The customer agrees to follow proper maintenance instructions regarding the equipment as contained in the safety manual that accompanies the equipment or sent to the customer's address.

**Government Regulatory Compliance:**

In all reservoir/tank systems the customer must comply with all applicable governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that SolarBees are deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold SolarBee, Inc. harmless from any liability caused by non-compliance with these regulations and guidelines.

**SolarBee Limited Replacement Warranty:**

All new and factory-refurbished SolarBee equipment is warranted to be free of defective parts, materials, and workmanship for a period of 2 years from the date of installation. In addition, the SolarBee brushless motor is warranted for a period of 10 years from the date of installation. Photovoltaic modules (solar panels) carry manufacturer warranties, some ranging up to 25 years (see manufacturer's warranty for details). This warranty is valid only for SolarBee equipment used in accordance with the owner's manual, and consistent with any initial and ongoing factory recommendations. This warranty is limited to the repair or replacement of defective components. The first 2 years of warranty include parts and onsite labor if SolarBee delivery and installation was

purchased. Parts and in-factory service are included if the equipment was self-installed. In lieu of sending a factory service crew to the site for minor repairs, SolarBee, Inc. may choose to send the replacement parts to the owner postage-paid and, in some cases, may pay the owner a reasonable labor allowance to install the parts.

Please consult your state law regarding this warranty as certain states may have legal provisions affecting the scope of this warranty.

In no event will SolarBee or its affiliates be liable for any damages caused by failure of buyer to perform buyer's responsibilities.

**Method of acceptance of this quotation:**

To accept this quotation, please issue a purchase order to SolarBee, Inc., 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed, or it can be faxed to 701-225-0002 at the home office. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date the last page of this proposal, provide billing information, and either fax to 701-225-0002 or email to [Orderprocessing@SolarBee.com](mailto:Orderprocessing@SolarBee.com).

## EXHIBIT "2"

### City of Plano Insurance Requirements

#### Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

**All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
I. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$1,000,000 each occurrence, \$2,000,000 general aggregate:  Or  \$2,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
I. Business Auto Liability	Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.	
Workers' Compensation & Employers' Liability	The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease	City to be provided a waiver of subrogation

**Questions regarding this insurance should be directed to the City of Plano Risk Management Department  
972-208-8250.**

***A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.***



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TM

DATE (MM/DD/YYYY)

12/29/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Insurance Center (D) 38 1st Street W Dickinson, ND 58601 Doug Davidson	701-483-9104 701-483-3208	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>MEDOEN1</b>	<b>FAX (A/C, No):</b>													
	<b>INSURED</b> <b>Medora Environmental, Inc.</b> <b>Gladin, LLC, PSI-ETS, LLC</b> <b>Solarbee, Inc, Water Solutions Inc., Solarbee Transport Corp.</b> <b>3225 Hwy 22</b> <b>Dickinson, ND 58602-9419</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of CT</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company		INSURER B: Travelers Indemnity Co. of CT		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			6602923P579PHX11	08/04/11	08/04/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Limited Pollution						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							<b>Emp Ben.</b>	\$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			BA-7510N778-11-SEL	08/04/11	08/04/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS				\$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		CUP2923P579TIL11	08/04/11	08/04/12	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 0							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			YJUB2923P57911	08/04/11	08/04/12	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E L DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

CITYPLA  City of Plano 1520 K Avenue, Suite 250 Plano, TX 75074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Main Office**  
600 East Century Avenue, Suite 1  
PO Box 5585  
Bismarck ND 58506-5585



**Fargo Service Center**  
2601 12<sup>th</sup> Avenue SW  
Fargo, ND 58103-2354

**To WHOM IT MAY CONCERN:**

We have received numerous requests for information on coverage limits and other issues. Please be aware of the following:

All Workforce Safety & Insurance account holders are equally insured with worker's compensation coverage provided by Workforce Safety & Insurance, a monopolistic state fund. Coverage is provided without limits other than the limits placed on individual benefits such as the maximum weekly disability benefit.

All accounts have an annual renewal date; however, coverage does not cease on that date, but rather continues without interruption until the account is closed. Only in the event of a significantly delinquent account does Workforce Safety & Insurance issue a formal notice of an uninsured status. A certificate evidencing the account's good standing is issued annually.

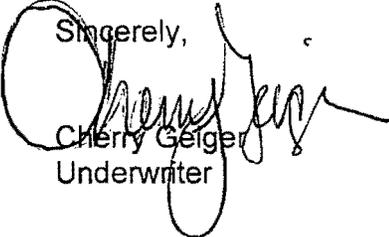
Workforce Safety & Insurance does not waive its rights of subrogation.

Workforce Safety & Insurance does not allow additional insureds to be listed on the account.

Workforce Safety & Insurance does not include General Liability coverage.

Workforce Safety & Insurance, because it is a state agency, does not issue a policy. Rather, all provisions are stated in the form of State statute or administrative rules.

Anyone may contact Workforce Safety & Insurance to verify the insured status of a North Dakota employer by calling 701-328-3800.

Sincerely,  
  
Cherry Geiger  
Underwriter

PL602



**North Dakota  
Workforce Safety  
& Insurance**  
*Putting Safety to Work*

**CERTIFICATE OF  
PREMIUM PAYMENT**  
WORKFORCE SAFETY & INSURANCE  
EMPLOYER SERVICES  
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1  
PO BOX 5585  
BISMARCK ND 58506-5585  
Telephone 1-800-777-5033  
Toll Free Fax 1-888-786-8695  
TTY (hearing impaired) 1-800-366-6888  
Fraud and Safety Hotline 1-800-243-3331  
www.WorkforceSafety.com

RECEIVED JAN 08 2012

BLETH J & TORMASCHY W R  
MEDORA ENVIRONMENTAL INC DBA SOLARBEE  
INC & DBA SOLARBEE TRANSPORT CORP  
3225 HIGHWAY 22  
DICKINSON ND 58601-9419

Employer Account Number: 822742  
Issued Date: 12/29/2011  
Expiration Date: 03/16/2013

## CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance(WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

*Barry Schumacher*

Barry Schumacher  
Chief of Employer Services

Class	Classification Description
3504	Implement &/Or Equipment Mfg
8380Q	Pump-Valves-Gauges-Sls&Svc
8747	Professional/Business Reps
8747X	Optional Coverage
8805	Clerical Office Employees

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2012

**PRODUCER**  
 Trean Corporation  
 775 Prairie Center Drive  
 Suite 420  
 Eden Prairie, MN 55344

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 MEDORA ENVIRONMENTAL INC DBA SOLARBEE INC & DBA SOLARBEE TRANSPORT CORP  
 3225 HIGHWAY 22  
 DICKINSON ND 58601-9419

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Accident Fund Ins Co of Amer	10166
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$ _____ \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$
A		<b>WORKERS COMPENSATION AND EMPLOYEES' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISION below OTHER	WCT394908	01/01/2012	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Workers' Compensation coverage C is extended to the insured for claims outside the state of North Dakota when employees are temporarily and/or incidentally outside the state for a period of thirty days or less, excluding any monopolistic states.

**CERTIFICATE HOLDER**

Evidence of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Susan M. McManegal*

**INSURANCE REQUIREMENT AFFIDAVIT**  
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Signature \_\_\_\_\_

Agent's Name Printed \_\_\_\_\_

Name of Insurance Carrier \_\_\_\_\_

Address of Agency \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone number where Agent may be contacted \_\_\_\_\_

*Per our insurance agent: "We are unable to complete the affidavit, I would classify this as a 'special form certificate' which is prohibited by ND state law."*

Vendor's Name (please print or type) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_.

NOTE TO AGENT:  
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

