

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-08-388-12-09**

THIS CONTRACT is made and entered into this 9th day of December, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Sol Technologies LLC** a Texas Limited Liability Company. ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Purchase and Installation of Solar Power Lights”** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Precinct No. 2 South Tower Road Multi-Purpose Facility**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head, or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall expire upon completion of the project and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provision herein, whichever comes first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected



13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**


By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY: Sol Technologies LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By:  \_\_\_\_\_

**EXHIBIT "A"**  
**SPECIFICATIONS**

EXHIBIT "A"  
**Hidalgo County Precinct No. 2**  
**South Tower Road Multi-Purpose Facility (CRC)**  
**"Purchase and Installation of Solar Powered Lights"**  
**RFB NO. 2008-388-11-26-otm**

**SPECIFICATIONS**

Hidalgo County Precinct No. 2 is seeking bids to contract with a qualified vendor(s) for the purchase and installation of Thirty-Nine (39) "Solar Powered Lights" for the South Tower Multi-Purpose Facility (CRC) located at 1429 S. Tower Road in Alamo, Texas, including but not limited to the following:

**REQUIREMENTS, TERMS AND CONDITIONS**

The following are the minimum requirements, terms and conditions that will be acceptable to the Hidalgo County Precinct No. 2. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursement for such charges or expenses shall be passes onto Hidalgo County Precinct No. 2.
2. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.
3. All bid prices for items shall take into consideration installation, shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
4. A Pre-Bid conference will be held on Wednesday, November 19, 2008 @ 2:00 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281 – New Administration Bldg., Edinburg-Texas 78539.
5. Bid Award: Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without tacking action hereon.
6. This contract shall expire upon completion of project and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever comes first.

EXHIBIT "A"  
Hidalgo County Precinct No. 2  
South Tower Road Multi-Purpose Facility (CRC)  
"Purchase and Installation of Solar Powered Lights"  
RFB NO. 2008-388-11-26-otm

7. Additional Information: Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be addressed to-Martha L.

Salazar, CPPB/Purchasing Agent-Hidalgo County Purchasing Department,  
2802 S. Business Hwy. 281 – New Administration Bldg., Edinburg-Texas  
78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

***ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: [olqa.motnero@co.hidalgo.tx.us](mailto:olqa.motnero@co.hidalgo.tx.us) by no later than, Wednesday, November 19, 2008, 5:00 p.m.. Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than, 5:00 p.m. on November 21, 2008 (Friday).***

**SCOPE OF PROJECT**

Design: All components of solar lighting system shall be mounted on pole and shall not be accessible from the ground without mechanical means.

Operation: Lights are stand-alone solar powered systems – not connected to grid power. Overall, the system operates automatically – without the use of a separate photo cell. The solar panel itself acts as a photocell. It senses a low light level at dusk and turns the light on – to run full dusk to dawn, and adjust automatically as the days get longer. These functions are regulated by the controller. There is no day to day maintenance or adjustment required.

**Performance Criteria and Considerations:**

- Solar panels protected on top by tempered glass
- Free standing, each unit self-contained
- Powered by sunlight
- LED light source – multi-junction strip type LED's
- 100,000 hours rated life
- 2182 lumens total output with no lens losses from LED packaging
- 5100 Kelvin or better– bright white color light
- 10 days autonomy (battery reserve) for all weather conditions
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather
- Mounted high on pole for vandal resistance – no wires running through pole to the ground
- Sized according to US DOE
- Durability in design and manufacture

EXHIBIT "A"  
**Hidalgo County Precinct No. 2**  
**South Tower Road Multi-Purpose Facility (CRC)**  
**"Purchase and Installation of Solar Powered Lights"**  
**RFB NO. 2008-388-11-26-otm**

- 25 year warranty on solar panels
- 5 year system warranty
- USA based ISO certified manufacturing facility

**SPECIFICATIONS**

***A. Solar Power Unit***

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weather resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells: poly-crystalline silicon cells  
Total Watts: 80 watts  
Tilt Angle: 45 degrees  
Connections: Weather resistant plug, 4 & 2 pin, color coded  
Panel Warranty: 25 Year Manufacturer's warranty on panels

***B. Fixture***

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type: Die cast corrosion resistant aluminum style fixture  
Finish: Electrostatic powder-coated finish  
Fixture Enclosure: Water tight, sealed, dust and insect free  
Lens: Swag glass lens  
Intrusion Protection

EXHIBIT "A"  
Hidalgo County Precinct No. 2  
South Tower Road Multi-Purpose Facility (CRC)  
"Purchase and Installation of Solar Powered Lights"  
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**C. Light Source (LED Light Emitting Diode)**

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 30 watt LED, 78 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. *Each fixture shall have one quad for a total of 192 LED's.* LED's mount directly to heat sinking plate. Reflector system captures light emitted from the LED and directs the target area. No lens losses from the LED packaging. Reflector coated to prevent degradation of reflective surface. 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

- Type: Strip LED with digital driver
- Rated lamp life: 100,000 hours
- Lamp Lumens: 78 lumens per watt at rated power
- LED: LED 30 watt, 5100 Kelvin (or better)-50,000 hour guaranteed lamp life
- Heat Removal: LED's mounted directly to heat sinking plate
- Reflector: Reflector system captures light emitted from the LED and directs to the targeted area
- Shock Rating: 50 G's
- Environmental: Contains no mercury or lead
- LED Drive: Electronic driver
- Capacitors: No electrolytic capacitors shall be used Power Management shall conserve battery power in times of extended inclement weather

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***D. Controller***

The controller is a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller will feature automatic charge termination for batteries. Low voltage disconnect set to extend battery life. Built in test routines for checking the installation of solar lighting system. Pulse width modulation charging algorithm. Controller autosenses system voltage. Weatherproof connectors. Circuit protected with UL approved weather sealing. Charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for 4/2 split for a total of 6 hours runtime each day.

Charge/Load Controller shall exhibit the following characteristics:

Method of charge:	Pulse width modulation charging algorithm
LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set for 4/2 split for a total of 6 hours runtime each day.

***E. Battery and Battery Enclosure***

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure houses battery and controller.

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**Hidalgo County Precinct No. 2**  
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Entire unit shaded by the panels to avoid heat. Mounted high on the pole, avoids vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

***F. Brackets and Arms***

The support frame is constructed of tubular extruded aluminum. The fixture support arm is constructed of aluminum tube. All hardware is stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 14.87 square feet and total weight of 275 pounds.

Solar Array Support Frame:	Side of pole
Angle of Tilt:	45 degrees
Fixture Support Arm:	2 and 6 foot aluminum
Material:	Aluminum
Hardware:	Stainless Steel

***G. Pole***

Standard stainless steel or aluminum pole to be provided and installed

***H. Wire Connections***

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

EXHIBIT "A"  
Hidalgo County Precinct No. 2  
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"Purchase and Installation of Solar Powered Lights"  
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***I. Warranties***

Solar Panel:	25 years
Aluminum Panel Backing:	20 years
Aluminum Arm:	20 years
Aluminum Bracket:	20 years
Aluminum Pole:	20 years
Battery Box:	20 years
Reflector:	10 years
Luminaire:	5 years
Battery:	5 years
Controller:	5 years
LED Lamps:	5 years

# **EXHIBIT "B"**

## **BID PAGE**

# Exhibit "B"

Hidalgo County Precinct No. 2  
South Tower Road Multi-Purpose Facility (CRC)  
"Purchase and Installation of Solar Powered Lights"  
Bid No.:2008-388-11-26-otm

## BID PAGE

Purchase and Installation of Thirty-Nine (39) Solar Powered Lights as requested, in the Specifications listed in Exhibit "A" of this document for the following, **FOB: Job Site**

Hidalgo County Precinct No. 2--South Tower Road Multi-Purpose Facility (CRC)  
located at 1429 S. Tower Road-Alamo, Texas

**TOTAL BID PRICE:** \$ 189,200.<sup>00</sup>

Bidder/Company Name:	Sol Technologies LLC
Address:	606 S. Missouri
City/State/Zip Code:	Weslaco, TX 78596
Phone/Fax Numbers:	(956) 975-2510 (956) 447-8019
Authorized Signature:	Israel Ortiz
Printed Name:	Israel Ortiz
Title:	LHC Member
Date:	11/25/08



SOUTH TOWER PARK HIDALGO COUNTY PRECINCT 2

606 S MISSOURI AVE WESLACO TX 78596  
 WWW.SOLTECHNOLOGIESLLC.COM

QUANTITY	DESCRIPTION
28	Greenway 40 LED Pathway Light GNWY-40-1B100 Run time: 6hrs - Split 4/2 Pole: Aluminum 20' Long Pole Installation: Direct Burial by drilling 4' pier and backfilled with sand. Lumens: 944 Windload: 120 mph
1	LED Solar Light System: TPM-80-2B100-3Q With Cobrahead Dome Fixture & 6' Arm Top of Pole Mounted Pole: Round Steel Pole 8.0" x 11 Ga. x 25' Steel Round Tapered Pole with a 2 7/8" Tenon Pole Installation: 24" Diameter X 7'-4" Deep and 8" A.F.G Run Time: 6 hrs - Split 4/2 Lumens: 3600 Windload: 120 mph
	<b>Total Bid Price \$189,200.00</b>

**EXHIBIT "C"**

**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/03/2008

PRODUCER (956)565-2481 FAX (956)565-2733  
**McAfee Insurance Agency**  
 P. O. Box 625  
 321 Second Street  
 Mercedes, TX 78570

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Landmark American Insurance	
INSURER B:	Texas Mutual Ins. Co.	
INSURER C:		
INSURER D:		
INSURER E:		

INSURED **So1 Technologies, LLC**  
 606 S. Missouri Ave  
 Weslaco, TX 78596

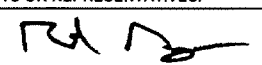
## COVERAGES

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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	LBA017765-00	03/05/2008	03/05/2009	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
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	LBA017765-00	03/05/2008	03/05/2009	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 300,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 500,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ 500,000
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BINDER	12/04/2008	12/04/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo is shown as an additional insured with respects to the General Liability policy.

**CERTIFICATE HOLDER**  
 Hidalgo County  
 Purchasing Department  
 2812 S Business Highway 281  
 Edinburg, TX 78539

**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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Richard Garza/JEN 

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.