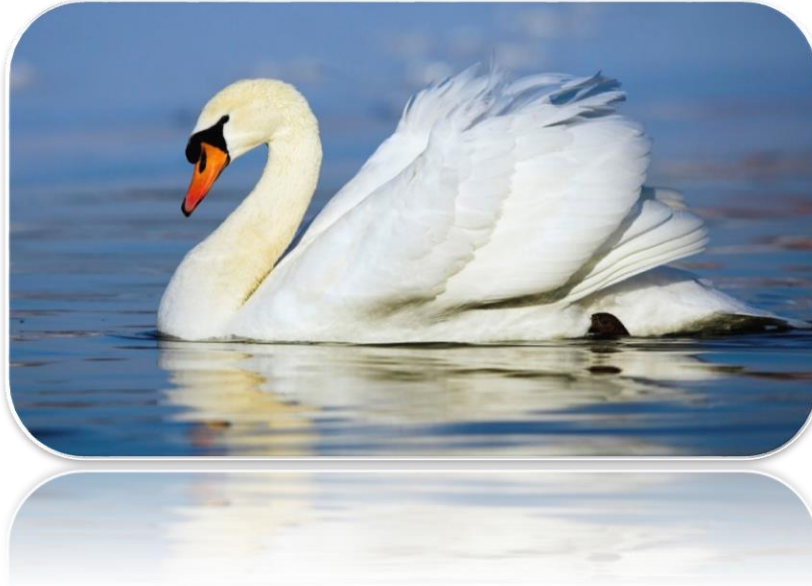


# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

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## AGENDA

NOVEMBER 18, 2020

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2900 NORTHEAST 12<sup>TH</sup> TERRACE, SUITE 1, OAKLAND PARK, FL 33334

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

November 11, 2020

Board of Supervisors

River Landing Community Development District

Dear Board Members:

This Meeting of the Board of Supervisors of the River Landing Lakes Community Development District will be held on **Wednesday, November 18, 2020 at 11:00 A.M.** at the **Esplanade Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556.**

The venue for this meeting is the Esplanade Amenity Center and was specifically chosen such that the District will be able to meet the social distance guidelines for this meeting for Board Members/Staff, while accommodating an additional five (5) audience members.

**Please ensure that all in attendance bring and wear masks during the meeting.**

With the limitation for people in the meeting room, the District is requesting that audience members please use the WebEx link and telephone number below to join the Board Meeting.

**The venue is requiring the District to enforce the limitation on attendance for audience members.**

The following WebEx link and telephone number are provided to join/watch the meeting.

**Weblink:**

<https://districts.webex.com/districts/onstage/g.php?MTID=ee53e92dc3e52e347942ecf9e826a520a>

Access Code: **173 951 8407**

Event password: **Jpward**

**Call in information if you choose not to use the web link:**

Phone: **408-418-9388** and enter the access code **173 951 8407** to join the meeting.

The link to the meeting will also be posted on the District's web site: [www.Riverlandingcdd.org](http://www.Riverlandingcdd.org).

The Agenda is as Follows:

1. Call to Order & Roll Call.
2. Consideration of Minutes:
  - I. October 9, 2020 Regular Meeting
3. Consideration of award of bid and agreements to a Qualified Firm to provide solar street lighting packages (poles/fixtures/solar panels/embedded controls/photometrics) (“Street Lights”) for streets within the River Landing Community.
4. Consideration of Agreement with Taylor Morrison of Florida to fund the acquisition of Street lights and installation.
5. Consideration of **Resolution 2021-3** to authorize District manager to engage vendor to install Street lights.
6. Consideration of Interlocal Agreement between River Landing Community Development District and the Pasco County Tax Collector regarding Non-Ad Valorem and/or Special Assessments.
7. Consideration of the Interlocal Agreement between River Landing Community Development District and the Pasco County Property Appraiser regarding Non-Ad Valorem and/or Special Assessments.
8. Consideration of **Resolution 2021-4**, a Resolution setting forth the specific terms of the District’s Capital Improvement Revenue Bonds, Series 2020A and Capital Improvement Revenue Bonds, Series 2020B; making certain additional findings and confirming and/or adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; confirming the maximum assessment liens securing the 2020A Bonds and the 2020B Bonds; addressing the allocation and collection of the assessments securing the 2020A Bonds and the 2020B Bonds; addressing prepayments; addressing True-Up payments; providing for the supplementation of the Improvement Lien Book.
9. Staff Reports
  - I. District Attorney
  - II. District Engineer
  - III. District Manager
    - a) Financial Statements for period ending August 31, 2020 (unaudited)
    - b) Financial Statements for period ending September 30, 2020 (unaudited)
    - c) Financial Statements for period ending October 31, 2020 (unaudited)
10. Supervisor’s Requests and Audience Comments
11. Adjournment

The Second Order of Business is the consideration of the October 9, 2020 Regular Meeting Minutes.

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The Third Order of Business is the Consideration and ranking of proposals from firms to provide street lighting within the River Landing Community.

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The Fourth Order of Business is the Consideration of an Agreement with Taylor Morrison of Florida to fund the acquisition of Street lights and installation.

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The Fifth Order of Business is the Consideration of Resolution 2021-3 to authorize District manager to engage vendor to install Street lights.

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The Sixth Order of Business is Consideration of Interlocal Agreement between River Landing Community Development District and the Pasco County Tax Collector regarding Non-Ad Valorem and/or Special Assessments.

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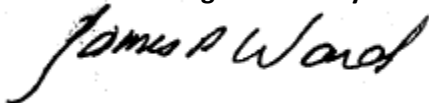
The Seventh Order of Business is Consideration of Interlocal Agreement between River Landing Community Development District and the Pasco County Property Appraiser regarding Non-Ad Valorem and/or Special Assessments.

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The Eighth Order of Business is the Consideration of Resolution 2021-4, a Resolution setting forth the specific terms of the District's Capital Improvement Revenue Bonds, Series 2020A and Capital Improvement Revenue Bonds, Series 2020B; making certain additional findings and confirming and/or adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; confirming the maximum assessment liens securing the 2020A Bonds and the 2020B Bonds; addressing the allocation and collection of the assessments securing the 2020A Bonds and the 2020B Bonds; addressing prepayments; addressing True-Up payments; providing for the supplementation of the Improvement Lien Book.

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

**River Landing Community Development District**



**James P. Ward**  
District Manager



**MINUTES OF MEETING  
RIVER LANDING  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the River Landing Community Development District was held on Friday, October 9, 2020 at 11:30 A.M. at the Esplanade at Starkey Ranch Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556.

**Present and constituting a quorum:**

Travis Stagnitta	Vice Chairperson
Barbara Wasinger	Assistant Secretary
Tracy Briones	Assistant Secretary

**Absent:**

Robert Lee	Chairperson
Jennifer Gardner	Assistant Secretary

**Also present were:**

James P. Ward	District Manager
Wes Haber	District Counsel
Denise Ganz	Bond Counsel
Kyle Clawson	District Engineer
Victor Barbosa	
Sara Z.	

**Audience:**

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE  
TRANSCRIBED IN *ITALICS*.**

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

District Manager James P. Ward called the meeting to order at approximately 11:40 a.m. He reported with the State of Emergency in Florida, and pursuant to Executive Orders 20-69, 20-112, 20-114, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis on March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020, July 29, 2020, August 7, 2020 and September 30, 2020 respectively, and pursuant to Section 120.54(5)9b)2., Florida, Statutes, this meeting was being held utilizing communication media technology due to the current COVID-19 public health emergency. He explained all Members of the Board and Staff were present via videoconference or telephone; no persons were present in the on-site meeting room location. He asked all speakers to state their names for the record prior to speaking. He conducted roll call; all Members of the Board were present constituting a quorum with the exception of Supervisor Robert Lee and Supervisor Jennifer Gardner.

**SECOND ORDER OF BUSINESS****Consideration of Resolution 2021-1**

**Consideration of Resolution 2021-1, a Resolution of the River Landing Community Development District Authorizing the Issuance of not exceeding \$9,900,000 in Aggregate Principal Amount of its Capital Improvement Revenue Bonds, Series 2020A the proceeds of which will be applied to finance a portion of the cost of a series project consisting of certain Infrastructure and Facilities benefiting certain District lands, paying capitalized interest on a portion of the Series 2020A Bonds, funding the series reserve account for the Series 2020A Bonds and paying costs of issuance of the Series 2020A Bonds, as more fully described herein; Authorizing the issuance of not exceeding \$5,900,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2020B the proceeds of which will be applied to finance a portion of the cost of a series project consisting of certain infrastructure and facilities benefiting certain District lands, paying capitalized interest on a portion of the Series 2020B Bonds, funding the series reserve account for the Series 2020B Bonds and paying costs of issuance of the Series 2020B Bonds, as more fully described herein; approving a First Supplemental Trust Indenture in connection with the Series 2020A Bonds and a Second Supplemental Trust Indenture in connection with the Series 2020B Bonds and authorizing the execution thereof; ratifying the appointment of a Trustee, paying agent and bond registrar for the Series 2020A Bonds and the Series 2020B Bonds; providing for redemption of the Series 2020A Bonds and the Series 2020B Bonds; authorizing the application of the proceeds of the Series 2020A Bonds and the Series 2020B Bonds; approving the form, and authorizing execution, of a Bond purchase contract providing for the negotiated sale of the Series 2020A Bonds and the Series 2020B Bonds; delegating to the Chairperson or Vice-Chairperson, or in their absence any member of the Board of Supervisors, the authority to award the Series 2020A Bonds and the Series 2020B Bonds within the parameters specified herein; approving the form, and authorizing the use, of a Preliminary Limited Offering Memorandum for the Series 2020A Bonds and the Series 2020B Bonds; approving the distribution of a Final Limited Offering Memorandum for the Series 2020A Bonds and the Series 2020B Bonds and the execution thereof; approving the form, and authorizing execution, of a continuing Disclosure Agreement; authorizing preparation of Preliminary and Final Supplemental Assessment Methodology Reports and a supplement to the Engineers' Report and the use of such reports in the Preliminary Limited Offering Memorandum and Final Limited Offering Memorandum, as applicable, for the Series 2020A Bonds and the Series 2020B Bonds and approving forms of a Preliminary Supplemental Assessment Methodology Report and a Supplemental Engineers' Report**

Mr. Ward noted Denise Ganz, Bond Counsel, and Wes Haber, General Counsel would speak regarding this Resolution.

*Ms. Denise Ganz: As you may recall you have previously approved a bond resolution authorizing the issuance of bonds to finance infrastructure described in the Master Engineer's Report that you approved. You also approved a Master Assessment Methodology with that, and Wes Haber and his firm took the authorizing resolution, as well as the preliminary proceedings relating to the Assessments, and the Reports, and took that to a validation process. The validation hearing was on September 23 and the judge entered a final judgment of validation. Now, we can move forward with the first issuance of bonds. The Resolution in front of you is intended to put in place the authorization you need to move forward to getting the bonds marketed and sold without taking further action and I will explain what the resolution has in it in a moment, and the idea would be, after this, the bonds go into the marketing process and once the bonds get priced we will set a closing date and come back to you for final action before the closing to adopt a supplemental assessment resolution setting the assessments to reflect the final pricing details of the bonds and taking any other actions that we identify that are necessary. The purpose of this Resolution is*

*to authorize two series of bonds: 2020A and 2020B. It sets forth the parameters pursuant to which the bonds can be issued including not exceeding principle amounts for each series as you can see in the Resolution. It also makes certain findings that approve the negotiated sale of each series of bonds to MBS Capital Markets as the underwriter. The idea here is that the series 2020A bonds will be a more traditional long-term assessment bond that will be paid in not more than 30 substantially equal installments of principle and interest, whereas the B bonds is different in that it is not amortizing. It will be interest only until it's final maturity, at which point the principle will be due. The term of that bond is not known yet. There are parameters for it, and I want to double check that because Bret told me it would probably somewhere between 10 and 12 years. As we go through this, I am going to double check and make sure we have enough space, which I think we do. One is going to be a long term and one is going to be a shorter-term bond. In addition to making the findings regarding the award of the sale of the bonds, it approves a form of a bond purchase agreement pursuant to which the bonds will be sold to the underwriter, a form of an offering statement, a preliminary limited offering memorandum pursuant to which the bonds will be marketed. A form of continuing disclosure agreement pursuant to which continuing information will be provided about these bonds in the secondary market and two forms of supplemental trust indentures pursuant to which the A bonds and the B bonds respectively will be – and those set forth the specific details. In addition, this report also approves the forms of a Supplemental Engineer's Report and Supplemental Assessment Report substantially in the forms attached with the intention that these, after we finalize them (the Supplemental Engineer's Report is really final, we are just making some final tweaks to the Assessment Report), these will be used in the preliminary limited offering memorandum. So, approving this Resolution will allow us to move forward with these documents substantially in the forms presented.*

Mr. Ward asked if there were any questions.

*Ms. Tracy Briones: On the debt issuance, that's just on the CDD property? Is this already CDD property or the property needs to be deeded over to the CDD?*

*Mr. Ward: The certain infrastructure land within the District itself, once we issue bonds and we go to buy infrastructure from the developer, then some of that property will have to be deeded over to the CDD. Obviously, those properties that will be developable and eventual lots would stay within the name of the developer.*

*Ms. Briones: Then, from the A bonds and B bonds, will both be going on the tax roll? Or will only the A bonds be going on the tax roll?*

*Mr. Ward: I contemplate that just the A bonds will go on the tax roll. The B bonds, although we have the option to do either, initially it will be off the roll since we can prepay, or the developer can prepay those bonds or any lot at any time. We will generally bill that sort of structure deal not on the tax rolls.*

*Ms. Briones: And then due to the timing of it, it will not appear on the 2020 tax rolls that are coming up due November 1. The ones that are on roll would be November 2021.*

*Mr. Ward: Correct. Both of these structures – we are still negotiating the final terms, but generally we will have capitalized interest through November of 2021, so we will have some on tax rolls for November of next year and then the first debt service payment will be due May of the following year.*

**On MOTION made by Mr. Travis Stagnitta, seconded by Ms. Tracy Briones, and with all in favor, Resolution 2021-1 was adopted, and the Chair was authorized to sign.**

### THIRD ORDER OF BUSINESS

### Resolution 2021-2

Mr. Ward noted there was one additional Resolution, Resolution 2021-2. He asked Mr. Haber to discuss Resolution 2021-2.

*Mr. Wes Haber: You will note that the Resolution you just approved, 2021-1, referenced a number of agreements which are agreements between the CDD and the developer which will be executed in connection with the closing on the bonds. One of those agreements you already approved, which is an acquisition agreement. Resolution 2021-2 approves a second amendment to that acquisition agreement, and I will provide a little explanation. This Board has already approved the acquisition agreement and a first amendment to the acquisition agreement. I will provide a little detail on the second amendment. In addition to the second amendment to the acquisition agreement, it includes a True-up Agreement, a Completion Agreement, and a Collateral Estoppel of Development Rights. This Resolution approves those documents in substantial form. They will be circulated amongst the finance team, and we will receive comments from other parties including your bond counsel and counsel for the developer. Ultimately, your Chair is given the authority to have final review and execution of those documents in connection with the closing of the bonds. Really quick, the acquisition agreement is the agreement under which the CDD acquires portions of the improvements described in the Engineer's Report from the developer with the proceeds of the bonds. We learned that there are certain improvements, in particular the offsite roadways that are being constructed by the developer on property that is owned by the Florida Department of Transportation and the Florida Department of Transportation, the manner in which those improvements are conveyed to the Department, do not contemplate a bill of sale or a deed or other formal conveyance documents that you would typically have in a transaction such as we have seen with the offsite utilities which the developer constructed, conveyed to the CDD and the CDD conveyed to the County. In this case, because there is no way to run the improvements through the CDD, this document specifies that while the formalities set forth in acquisition agreement will need to be followed as far as necessary certificates and the like, there will not be a formal conveyance document that conveys the property to the CDD, but rather just a direction from the CDD that the developer convey the improvements to the Department on the CDD's behalf. That's why we have the second amendment to the acquisition agreement and it's really just to make sure that the CDD is still in a position to be able to finance those improvements with the proceeds of the bonds. The other three agreements are in forms that are commonly used on other bond transactions. The completion agreement is what it states. It contemplates the completion of any portions of the improvement plan that don't get completed with the proceeds of the bonds. The true-up agreement relates to if there are fewer ERUs developed and contemplated by the methodology, there may be a payment that's required by the landowner. The collateral assignment is for development rights, so in the unlikely event that there is ever a foreclosure, the CDD ends up with the real property, and this document contemplates that, in addition to getting the real property. Upon foreclosure it would also get the development rights for the property and that's a document that's required by the bond market and the trustee. I will be happy to answer any questions.*

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

**On MOTION made by Ms. Tracy Briones, seconded by Ms. Barbara Wasinger, and with all in favor, Resolution 2021-2 was adopted, and the Chairperson was authorized to sign.**

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**a) District Attorney**

Mr. Wes Haber stated he had no report unless there were questions; there were none.

**b) District Engineer**

Mr. Kyle Clawson stated he had no report unless there were questions; there were none.

**c) District Manager**

Mr. Ward indicated he had no report unless there were questions; there were none.

**FIFTH ORDER OF BUSINESS**

**Supervisor’s Requests and Audience Comments**

Mr. Ward asked if there were any Supervisor’s requests; there were none.

Mr. Ward asked if there were any audience comments; there were none.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward adjourned the meeting at approximately 11:55 a.m.

**On MOTION made by Ms. Tracy Briones, seconded by Mr. Travis Stagnitta, and with all in favor, the meeting was adjourned.**

**ATTEST:**

**River Landing Community Development District**

\_\_\_\_\_  
**James P. Ward, Secretary**

\_\_\_\_\_  
**Robert Lee, Chairperson**

**RE: River Landing Community Development District**  
**Request for Proposals – Street Lights**

TO:  
*Jim Ward,*  
*JPWard & Associates LLC*

FROM:  
*Kyle Clawson,*  
*Waldrop Engineering*

Below is a summary of the proposals received for the River Landing CDD “Request for Proposals – Street Lights”:

CC:  
*Wes Haber,*  
*HGS Law*  
*Bryan Jackson,*  
*Waldrop Engineering*  
*Victor Barbosa,*  
*Waldrop Engineering*

DATE:  
*11/9/2020*

1. Bid Open Date: Monday 10/26/2020 at 12:05 pm
2. Bid Open Location: Waldrop Engineering Inc.  
10401 Highland Manor Drive, Ste.220  
Tampa, FL 33610
3. Bid Open Attendance: Bryan Jackson, Waldrop  
Kyle Clawson, Waldrop
4. First Proposer: Smart Era Lighting Systems (SELS)
  - a. Material Cost: \$629,707.61
  - b. Light Fixture Quantity: 165 units
  - c. Pole Height: 28’ 0”
  - d. Schedule: up to 200 units delivered within 30 calendar days
5. Second Proposer: AMPRO
  - a. Material Cost: \$1,190,000.00
  - b. Light Fixture Quantity: 188 units
  - c. Pole Height: 14’ 6”
  - d. Schedule: 188 units delivered within 10 calendar days (post-production)

**Summary of RFP Facts:**

1. Page 1 of the RFP states that firms shall provide 188 lights
2. Page 3 of the RFP states that District reserves the right to act in District’s best interest
3. Page 4 of the RFP states that street lights shall comply with specifications in Exhibit A
  - a. Exhibit A provides technical language for 14’ 6” street pole height
  - b. Exhibit A Photometric Map provides that residential lots to not be unduly illuminated
4. Page 7 of the RFP states District reserves the right to award contract to other than lowest priced Proposal
5. Page 7 of the RFP states District reserves right to reject any and all proposals

MEMORANDUM

Summary of Bids Received:

1. Insurance Forms:
  - a. SELS Insurance forms provided are not specific to the River Landing CDD
  - b. AMPRO Insurance forms provided are specific to the River Landing CDD and cover the CDD, Waldrop and Taylor Morrison
2. Status of Contractor License:
  - a. SELS General Contractor License is Active
  - b. AMPRO Electrical Contractor License is Active
3. Pole Height:
  - a. SELS proposal includes street poles 28' 0" in height
  - b. AMPRO proposal includes street poles 14' 6" in height
4. Photometrics:
  - a. SELS Photometric Map appears to show significant light spillover into Cul-de-Sac residential lots
  - b. AMPRO Photometric Map does not show significant light spillover into Cul-de-Sac residential lots
5. Bid Responsiveness:
  - a. SELS proposal includes several items that would qualify SELS as a non-responsive bidder, including pole height and photometrics
  - b. AMPRO proposal does not include any items that would qualify AMPRO as a non-responsive bidder
6. Evaluation:
  - a. SELS – 74 points
  - b. AMPRO – 77 points

**District Engineer Conclusion**

Based upon review of the proposals submitted, the District Engineer recommends the award of the bid to AMPRO.

Please feel free to contact us if additional information is needed regarding the received proposals.



**Kyle Clawson** P.E.  
Project Manager - Tampa

River Landing CDD  
Street Light RFP Evaluation

<b>Proposer Name</b>	<b>Bid Amount</b>	<b>Preliminary Requirements (Pass/Fail)</b>	<b>Schedule (10 Points)</b>	<b>Experience (35 Points)</b>	<b>Financial Capacity (10 Points)</b>	<b>Price (45 Points)</b>	<b>Total Points (Out of 100 Points)</b>	<b>Ranking</b>
SELS	\$ 629,707.61	Pass	7	15	7	45	74	2
AMPRO	\$ 1,190,000.00	Pass	10	35	10	22	77	1





**SELs**

SMART ERA LIGHTING SYSTEMS

*ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN*

**RESPONSE TO RIVER LANDING  
COMMUNITY DEVELOPMENT DISTRICT REQUEST  
FOR PROPOSALS**

**October 26, 2020**



# GLOSSARY

- Letter of Understanding
- Executive Summary
- Qualifications
- Key Personnel
- General information / Product Cut Sheet
- Solar Power System Design & ALR
- Photometric Study
- SELS Management Monitor System
- Commitment Warranty
- Pricing
- Certificate of Insurance



October 23, 2020

*River Landing Community Development District  
Attn: Mr. Bryan Jackson , District Engineer  
Email: Bryan.Jackson@waldropengineering.com  
Request for Proposals Street Lights*

**SELS USA LLC**  
4747 Kester Mill Rd  
Winston-Salem, NC 27103  
704-495-3535

**SELS ( Smart Era Lighting Systems )** is pleased for the opportunity to present a proposal to River Landing Community Development District in response to request for proposals - Street Lights

SELS has been a leader in the solar lighting industry since 2013, with successful projects around the world. As a leader in innovation, we feel excited to present the enclosed proposal for River Landing Community Development


SELS is a designer and manufacturer of high-quality solar outdoor amenity products. We focus on performance and reliability as well as aesthetics when designing our systems. We focus exclusively on providing products for government, commercial, and institutional customers as reflected by the overall quality of our products.

It is essential to mention that solar products need to be engineered based on location and project specifics. We feel confident that after evaluating your project, we can offer you the best solar lighting solution for for River Landing Development.

SELS fully understands the requirements and acknowledges the specific needs. Enclosed is our proposal including important systems specifications changed based on our expertise with technical explanation of the required changes.

Based in NC, SELS employs American engineers and design professionals to support our domestic supply chain. We possess strong relationships with local manufacturers, making SELS an innovator in the solar lighting industry.

The enclosed proposal and pricing shall remain valid for a period of 120 days and our engineering team will be available to help with any questions or information you may need.

  
Sincerely,

Rafael Badilla. BSCE

General Manager , Smart Era Lighting Systems

rbadilla@selsled.com

Phone: (704) 495-3535

## Executive Summary

SELS is offering to provide complete solar light assembly units (solar panel, light fixture, pole, and charge controller) to be installed at River Landing Community Development District. According to IESNA the street lighting levels for this type of development requires roadway average luminance levels of 0.5fc. SELS understands the design criteria specified and will demonstrate its technical ability to meet the specification herein.

Smart Era Lighting Systems (SELS) has been designing, manufacturing, and installing off-grid lighting systems since 2013, with hundreds of installations in 14 countries, and counting. Our experience and expertise inform every project, with performance and reliability at the fore of every design consideration.

SELS' STL-Series streetlight is designed as a sleek, robust, and reliable product that can be scaled to meet any light output up to 20,700 lumens and a variety of lighting distributions, based on site needs. Our off-grid solar systems offer unrivaled reliability and service life by incorporating NREL National Solar Database Physical Solar Model data into every design and customizing premium components for battery life over 10 years and system life over 20 years. Further, our patented panel design is specially created for use in harsh environmental conditions and high wind zones.

With hundreds of installations around the world, SELS is equipped to service River Landing Community Development with dedicated attention and installation resources. Our forward-thinking concepts and reliable designs are the perfect solution for communities to meet ambitious renewable energy goals on their terms.

## Qualifications

a. SELS was formed by brothers Rafael and Alejandro Badilla in 2011 in Costa Rica with the goal of developing high quality LED Solar lighting to improve efficiency, and reduce energy usage, to bring the eco-friendly values of the Costa Rican society to the world. Rafael developed product designs with engineer Raymond Brealey to create dependable products that perform as well as wired lighting without the need for wiring or intensive infrastructure development. From its inception, SELS has ranked our success on the 'three pillars of performance': Finances, Social Impact, and Environmental Stewardship. We consider sustainability to be a leading principle informing all business decisions and that as the company benefits, so does the greater environment.

Following years of success throughout Latin America, SELS opened offices and operations in North Carolina in 2017. SELS now sources materials from US and global supply chains with assembly and operations in Costa Rica and North Carolina.

b. SELS has been developing off-grid solar lighting systems since 2011 with key engineers and designers having over 50 years of experience in the field of solar lighting.

c. SELS has been operating under this name since 2011, having formed as an LLC in 2013 in the state of Delaware.

d. SELS' US headquarters has been located at 4747 Kester Mill Rd, Winston Salem, NC 27103 since January 2017. The 20,000 sq ft facility houses warehousing, manufacturing, assembly, development, and administrative staff.

e. SELS USA LLC is in excellent financial standing and has no pending litigation, merger, or related issue that would impact our work with the City of Sarasota. If necessary, pending an intent to award for this RFP, SELS can provide the City of Sarasota with financial references. SELS has no lawsuit or litigation issues and can meet the proposed insurance bond requirements as outlined in the RFP.

## Key Personnel

Garrett Higgins will be Project Manager for this project. Key personnel include:

Garrett Higgins - Operations Manager, 336-293-3604, [ghiggins@selsled.com](mailto:ghiggins@selsled.com)

Garrett has served as project manager on many large projects for SELS and is a managing partner in the company. He is a mechanical engineer specializing in battery technology with extensive manufacturing and operations experience. He has managed operations teams of over 80 people on a given jobsite.

Rafael Badilla – President and Technical Director, 704-310-7850, [rbadilla@selsled.com](mailto:rbadilla@selsled.com)

Rafael is the lead designer and technical director at SELS, responsible for product performance standards and location customization of SELS' products. He is a civil engineer specializing in solar system design. He is responsible for manufacturing planning and logistics of materials for this project.

Chris Squire – Installation Team Lead, 704-495-3535, [csquire@selsled.com](mailto:csquire@selsled.com)

Chris has over 20 years of experience as an outdoor lighting installer, responsible for all aspects of the installation. He brings invaluable experience erecting large structures, pouring foundations, and constructing reinforcement frames to the team.

Alejandra Ulloa – Lighting Engineer and Architect, 704-495-3535, [aulloa@selsled.com](mailto:aulloa@selsled.com)

Alejandra is an architect and lighting engineer specializing in project management and lighting control and design. She is responsible for quality of SELS' lighting design and incorporating the aesthetic of SELS' products into the project's landscape.

Anna King – Administrative Assistant and Financial Clerk, 704-495-3535, [aking@selsled.com](mailto:aking@selsled.com)

Anna ensures that permits, administrative filings, and financial reconciliations are managed to keep our projects running smoothly and on schedule.

John Peng - Office Manager and Sales Florida, (407) - 509-5151, [jpeng@selssolar.com](mailto:jpeng@selssolar.com)

John is a civil engineer specializing in project management, John is a licensed general contractor in the state of FL, NC, VA, GA

He is responsible for managing all the logistics and customer service in the state of Florida.



# SELs

SMART ERA LIGHTING SYSTEMS



## STL PRO SOLAR SYSTEM

SOLAR STREET LIGHT



STREET & AREA LIGHTING

# STL PRO SERIES

## THE COMPACT SOLAR LIGHTING SOLUTION

SELS present the ultimate fully integrated solar street light system. With an extremely simple installation method compared to traditional lead-acid battery systems, the STL-PRO outperforms all competitors in one sleek, enclosed design.



**+** **ALUMINUM CASING.**  
Excellent **heat dissipation.**  
**Direct airflow** on the battery  
and system components.



### ANTI BLACK OUT

Optimal component  
calibration and  
**intelligent**  
management system



### UNEQUALED LIFETIME

Selection of the  
**latest and highest**  
component  
technology



### EXTREME TEMPERATURE

Resistant  
**-20 °C to +65 °C**



### WARRANTY

We offer a **7 year**  
warranty **on all**  
components



# COMPONENTS & ADVANTAGES



**SOLAR PANEL**

**+ EASY MAINTENANCE**  
With direct access to battery and controller.



**✓ SAFE**  
No explosion risk

## BATTERY OPTIONS

LITHIUM **LiFePO<sub>4</sub>**

NICKEL - Metal Hydride **Ni-MH**

The eco-friendly and safe battery technologies provide for system charge and discharge over 3500 times and has a life span of **more than 10 years.**



## BATTERY MANAGEMENT SYSTEM

Electronic protection algorithm and battery management system for **best use of the battery capacity.**



## MULTI PROTECTION



OVER LOAD



OVER CURRENT



OVER TEMPERATURE



OVER VOLTAGE



OVER CHARGE



OVER DISCHARGE

**VS**

LiFePO<sub>4</sub>

Ni-MH

Over **4000** cycles



Over **3500** cycles

Extreme discharge tolerance



Extreme discharge tolerance

-20 to 75 Degree



-40 to 65 Degree

Over 10 years



Over 10 Years

Great for Warm Weather and Temperate Locations

Great for Cold Weather Locations



**INFRARED MOTION SENSOR**

**LED FIXTURE**



## MPPT SMART CONTROLLER **97% CHARGING EFFICIENCY**

**MPPT** (Maximum Power Point Tracking) maximizes solar power output regardless of weather variation.



## FEATURES

- Maximum power point tracking charging
- Auto identify day/night
- Infinite dimming options
- Smart operation mode
- Waterproof IP66

**IP66**



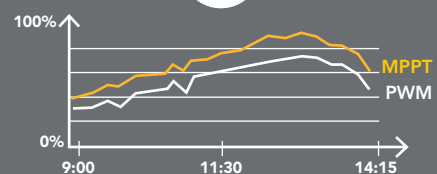
## IR REMOTE CONTROL MONITORING

- Check the state of the battery
- Check the charging history
- Configure operating parameters
- View diagnostic

MPPT

**VS**

PWM



CHARGING EFFICIENCY VS TIME

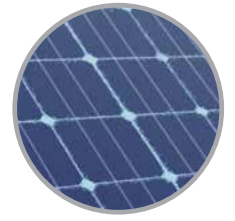
**EASY INSTALLATION  
INSERT ON POLE, ORIENT,  
& CHOOSE YOUR ANGLE**

With our reinforced support bracket, the STL PRO is easy and flexible to install on a variety of poles. The panel is fully adjustable to ensure maximum solar efficiency in any installation location.

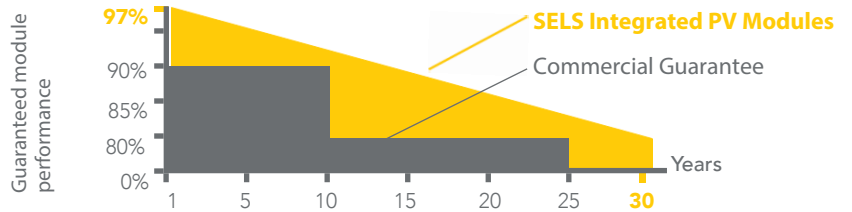


**SOLAR PANEL  
285 Watts**

**Monocrystalline solar panels.**  
Solar panel efficiency up to 19.4%.  
5 busbars for better collected current capacity.



**OUR PV PERFORMANCE GUARANTEE**

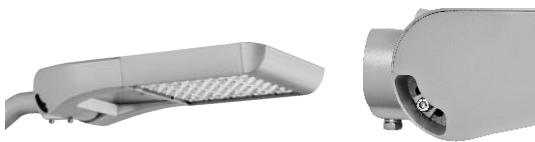
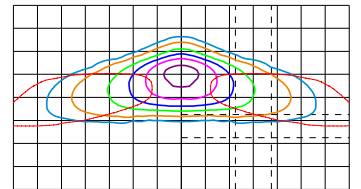


**LED EFFICIENCY  
UP TO 16560 LUMENS**

Designed for heat dissipation, the solid aluminum lamp features a fully sealed lens for optimal lighting and life span. A variety of lighting distribution creates ideal illumination for any project.

- T1M
- T2M
- T3M
- T3L
- T4S
- T4M
- T5U

**MULTIPLE LIGHT  
DISTRIBUTIONS**



Horizontal Tenon Mount

**INFRARED  
MOTION SENSOR AVAILABLE**

**360° coverage**, integrated into the luminaire housing. 8 meters radius.



**DETECTION  
8M RADIUS**



**OPTIONAL OPERATION MODES**

**PHOTOSENSOR MODE AUTOMATICALLY POWERS ON THE LIGHT AT DUSK AND OFF AT DAWN.**

SELS gives you the option to select the perfect lighting profile for your project. Choose from a preprogrammed profile or give us your specs for a custom lighting solution. Fully customizable in the field with remote management.



□ 100% ON    ■ 30% DIM    ■ Sensor\* 30% Dimming + 100% Power for 1 min when triggered

MADE TO THE  
**HIGHEST STANDARDS**

**SELS** uses the best components for the  
**highest level of performance and durability**



## STL PRO 80

LED POWER 40 WATTS DOUBLE HEAD & 80 WATTS SINGLE HEAD

LUMINOUS FLUX **UP TO 16,560 LUMENS**

LIGHTING	UP TO 207 LUMENS / WATT
Efficiency	LUMILEDS LUXEON / CREE XLamp
Chips	OVER 100000 HOURS L80
LED Lifetime	TYPE I,TYPE II, TYPE III, TYPE IV, TYPE V
Lighting Angle	28 FT
Luminaire Height	LITHIUM IRON PHOSPHATE
STORAGE	2252.8 W-h
Technology Capacity	OVER 4 DAYS FULL AUTONOMY
Autonomy Charging	<4 HOURS DIRECT SUN
time Lifespan	OVER 4000 CYCLES: 10+ YEARS LIFETIME
Certificate	EN 61427 MSDS
ENERGY	285 WATTS
Solar panel Lifespan	MONOCRYSTALLINE PANEL GRADE A: 25 YEARS
Certificates	IEC 61215 ; IEC 61730 I AND II ; IEC 60904
ELECTRONIC	MPPT SMART CONTROLLER - LoRaWAN CONNECTIVITY PLATFORM
Controller	360 DEGREE IR MOTION SENSOR OPTIONAL
Sensor	WATERPROOF CONNECTIONS, PLUG AND PLAY
Cabling	EN 55015 ; EN 61000
Certificates	
Lighting options	
Lighting Distribution	

SMART SOLAR LIGHTING: **SELS**



**SELS**

SMART ERA LIGHTING SYSTEMS

4747 Kester Mill Rd,  
Winston-Salem, NC 27103  
704-495-3535

**E-MAIL**

[customerservice@selsled.com](mailto:customerservice@selsled.com)

[www.SELSolar.com](http://www.SELSolar.com)

## Explanation of Solar System Design

When designing a complete solar powered system, SELS begins with the worst-case load usage, usually winter solstice for a lighting system. To reliably estimate the optimum solar power production to sustain the system indefinitely, we base all calculations around the specific location where the system will be installed. Additionally, because the sun does not shine the same in all locations, we rely on data compiled over decades by the US Department of Energy's National Renewable Energy Lab (NREL). The system sizing is based on Typical Meteorological Year data sets derived from at least 15 years of data in the National Solar Radiation Database (NSRDB), considering also temperature, angle of the solar panel relative to the horizon, and direction of panel relative to the polar azimuth. Though the design calculations are quite complicated, we can break down the reliability and performance of a solar power system to a single number called array-to-load ratio. This is an easy to understand concept describing the amount of energy that can be conservatively expected to be generated and stored to the system batteries on a given day, relative to the amount of energy used by the electronic loads of the system. An ALR over 1.4 can be expected to be exceptionally reliable and with SELS' other system design parameters, is guaranteed to operate without failure for 365 days a year, for many years. SELS has hundreds of solar lighting systems installed around the world dating back to 2013 with zero outages or failures. Based on system location and load usage, the proposed design achieves an ALR over 1.41 with true battery backup of over 3 days. Battery autonomy is defined as the battery's ability to support the system load, under normal operating conditions, with no charging input to the battery. When considering total battery capacity, it is important to differentiate between usable capacity and nameplate capacity. Usable capacity varies based on battery chemistry and treatment. In the case of Lithium Iron Phosphate batteries, we limit the discharge to 80% to maximize the life of the battery system and improve cycle performance.



### Lighting System Performance Report

**Project Name**

River Landing  
 Neighborhood

**Location**

Tampa, FL  
 (27.93, -82.46)

#### System Configuration

	Total LED Load	80 W		
PV Wattage	285 W	Battery Capacity	88 A-h	
PV Angle (from horizontal)	27 Deg	Battery Voltage	25.6 V	
Azimuth Angle	180 Deg	Battery Quantity	1 Ea	
		Battery Type	LiFePO <sub>4</sub>	

#### Location Characteristics

	Daily Average Peak Sun Hours	Daily Average PV Energy Collection
October	6.16 hrs	1404.48 Watt-hrs
November	5.58 hrs	1272.24 Watt-hrs
December	4.83 hrs	1101.24 Watt-hrs
January	5.21 hrs	1187.88 Watt-hrs
February	5.53 hrs	1260.84 Watt-hrs

Charging performance from PV module derated to 80% to account for surface degradation and internal cell degradation over 25 year lifetime.

#### Operating Profile (Longest Night)

Dec 21 Sunset: 5:39 pm || Dec 22 Sunrise: 7:17 am || Length of Night: 13hrs, 38min

Load Usage (per night)	13.6 hrs
Dimming Profile	3 hrs: 100%, 6.6 hrs: 30% + Motion, 4 hrs: 100%
Equivalent Full Load (per night)	9.8 hrs

#### Performance Characteristics

December Array : Load Ratio	1.41
Battery Autonomy (Hours)	32.04 hrs
Battery Autonomy (Nights)	3.27 days

To ensure maximum operational life, power storage performance derated to include maximum depth of discharge limited to 80%.

**Note:** User defined adjustments may be made by the project owner using SELS' online lighting control platform. The solar lighting controller uses a built-in real-time clock allowing for dusk to dawn transition detection and user selected parameters.



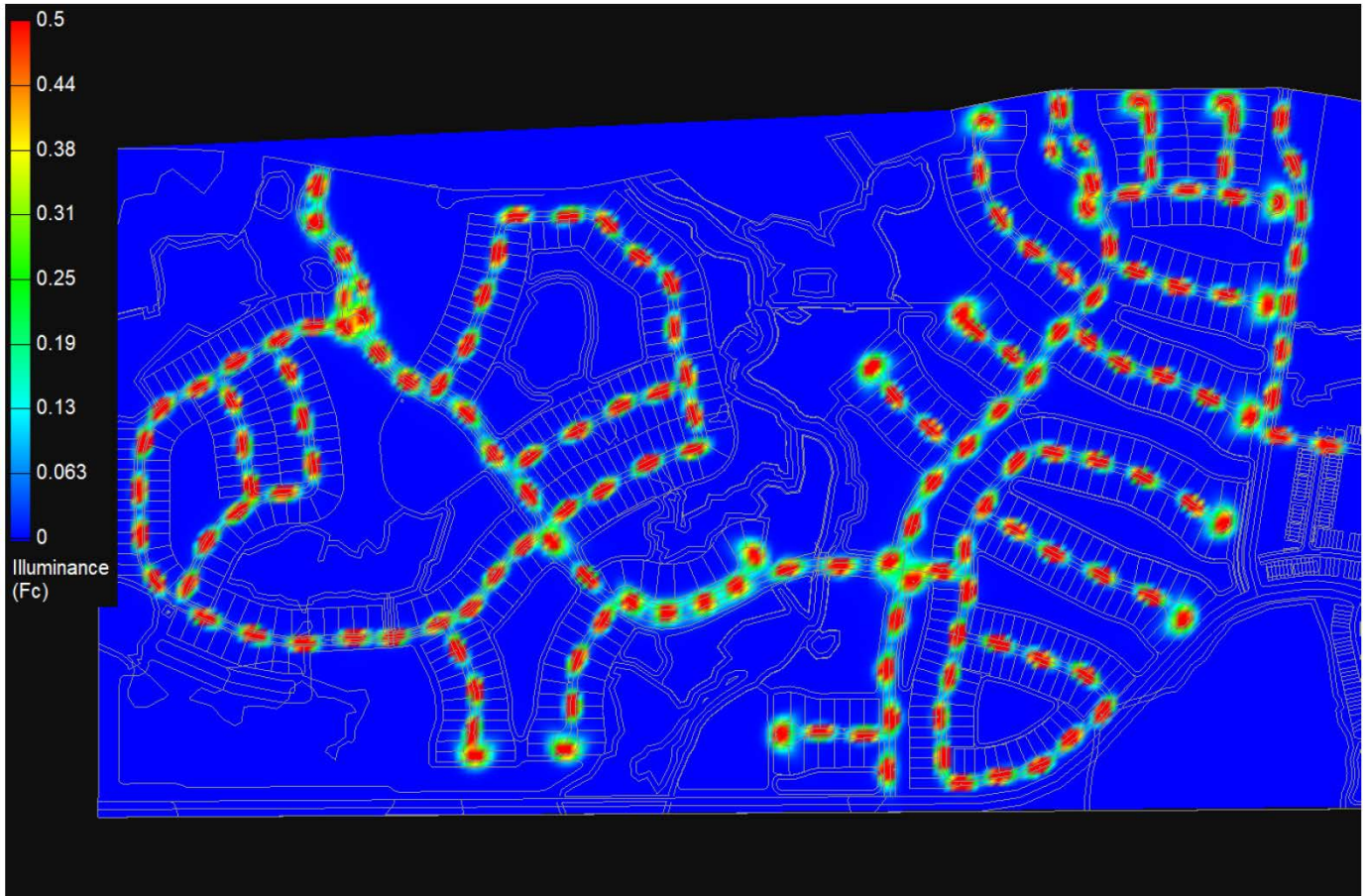
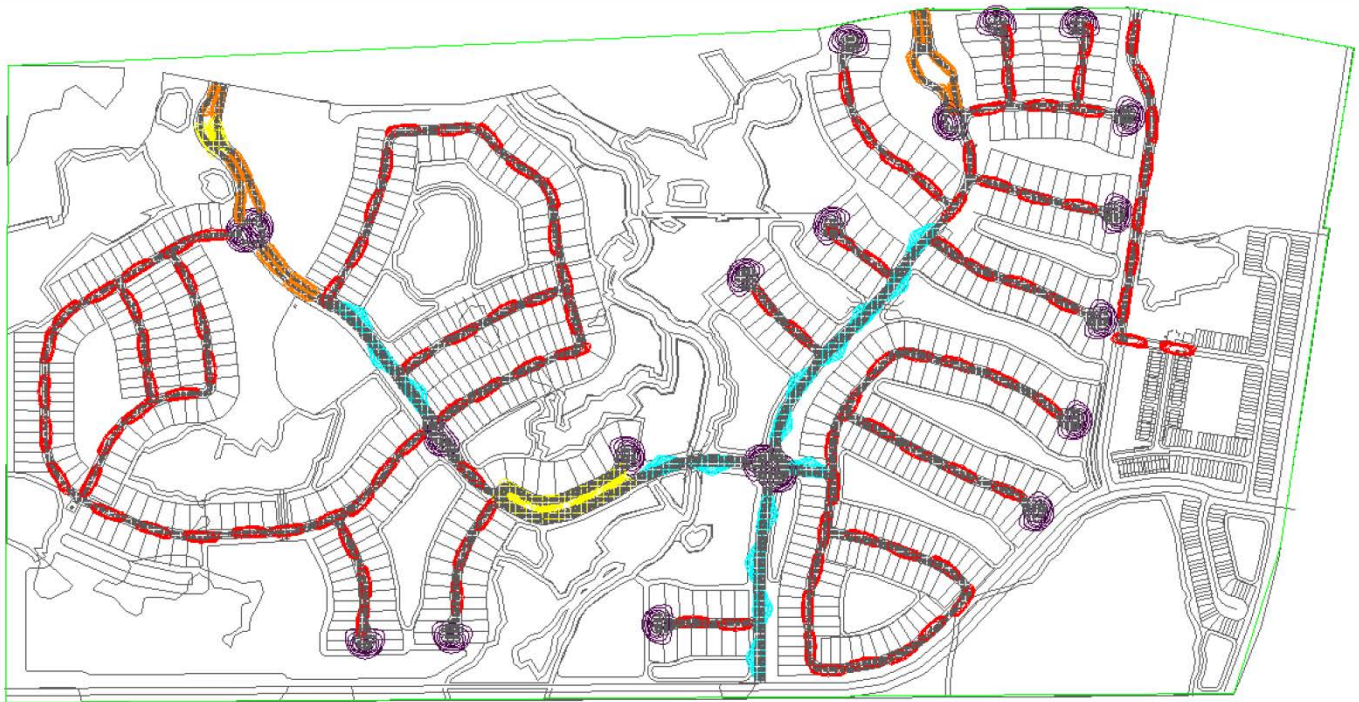
## Preliminary Photometrics

### Explanation of Lighting Design

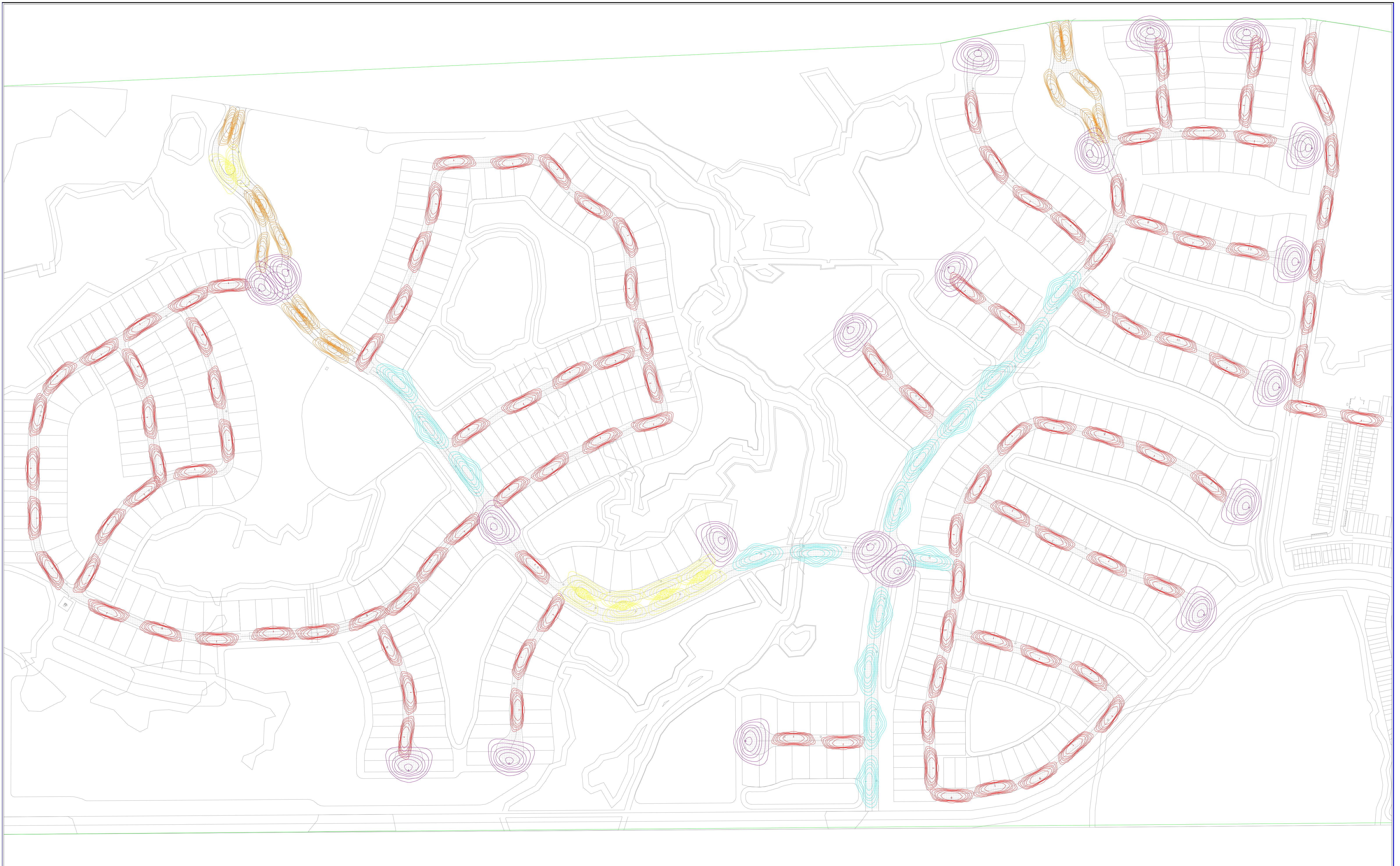
SELS received the CAD drawing/site layout plan necessary to present an informed and customized response to the requested competitive bid on Thursday, October 22 at 3:20pm by email. Our design is based on the goal of meeting IESNA and FDOT roadway lighting guidelines (detailed in the technical drawing attached). These guidelines are standards based on real world testing to maximize pedestrian and driver safety. This design is adequate to meet average lighting levels at the roadway surface.

We used several light distribution types to meet the lighting levels presented, and to ensure that the most light hits the roadway, and not onto residence property. Also, we were sure to place all light poles at property lines to avoid conflict with lot entrances, and alternated sides of the roadway to provide a more aesthetic and uniform look throughout the neighborhood. Refer to the attached photometric simulation showing an average of 0.67 ft-candles on all road surfaces with maximum of 3.5 ft-candles. If there are any additional requirements found outside of the project manual, our engineering team will be glad to make the modifications to meet the specifications presented by the Community Development District.

We look forward to the opportunity to demonstrate our expertise in both lighting design and solar power system design to provide the Community Development District with the most reliable and highest performing solution for the lighting needs.







REVISIONS				 <b>SELS USA LLC</b> 4747 Kester Mill Rd, Bldg B Winston-Salem, NC 27103 Phone (704) 495-3535	River Landing Community Development District PROJECT: Solar Street Lighting	PHOTOMETRIC ANALYSIS	SHEET NO. 1/2
DATE	DESCRIPTION	DATE	DESCRIPTION				
				ENGINEER OF RECORD: MA. ALD. ALEJANDRA ULLOA			



**Table 1. Street lighting levels from IESNA RP-8.**

Road and Area Classification		Average Luminance $L_{avg}$ ( $cd/m^2$ )	Maximum Uniformity Ratio $L_{avg}/L_{min}$	Maximum Uniformity Ratio $L_{max}/L_{min}$	Maximum Veiling Luminance Ratio $L_{vmax}/L_{avg}$
Major	High	1.2	3.0	5.0	0.3
	Medium	0.9	3.0	5.0	0.3
	Low	0.6	3.5	6.0	0.3
Collector	High	0.8	3.0	5.0	0.4
	Medium	0.6	3.5	6.0	0.4
	Low	0.4	4.0	8.0	0.4
Local	High	0.6	6.0	10.0	0.4
	Medium	0.5	6.0	10.0	0.4
	Low	0.3	6.0	10.0	0.4

**Table 2. IESNA RP-8 street lighting levels for medium-pedestrian areas.**

Maintained Illuminance Values for Walkways			
Units	$E_{avg}$ (lux/ft)	$E_{vmin}$ (lux/ft)	$E_{avg}/E_{vmin}$
Pedestrian Areas	5.0/0.5	2.0/0.2	4.0

**Table 3. IESNA RP-8 street lighting levels for low-pedestrian areas.**

Maintained Illuminance Values for Walkways			
Units	$E_{avg}$ (lux/ft)	$E_{vmin}$ (lux/ft)	$E_{avg}/E_{vmin}$
Rural/Semi-Rural Areas	2.0/0.2	0.6/0.06	10.0
Low-Density Residential (2 or fewer dwelling units per acre)	3.0/0.3	0.8/0.08	6.0
Medium-Density Residential (2.1 to 6.0 dwelling units per acre)	4.0/0.4	1.0/0.1	4.0



**STL-PRO SINGLE**

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ROADWAY	Illuminance	Fc	0.67	3.5	0.0	N.A.	N.A.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lamp Lumens	LLF	Description
	114	SLB80-T1M1-V5 4000K-STL	SINGLE	9959.1	0.850	STLPRO-180T1-2853
	20	SLB80-T4M1-V5 4000K-STL	SINGLE	10029	0.850	STLPRO-180T4-2853
	16	SLB80-T2M1-V5 4000K-STL	SINGLE	10048	0.850	STLPRO-180T2-2853
	16	SLB40-T1M1-V5 4000K-STL	SINGLE	5079.8	0.850	STLPRO-240T1-2853 / STLPRO-140T1-2103
	10	SLB40-T3M1-V5 4000K-STL	SINGLE	5025	0.850	STLPRO-240T3-2853

SYSTEM DESIGNATION	LAMP CONFIG	QTY	PV POWER	BATTERY CAPACITY / TYPE	MOUNTING HEIGHT	COMMUNICATION / CONTROL
STLPRO-240T1-2853	DOUBLE	6	285W	2252W-h / LiFePO <sub>4</sub>	28'	SELS' LoRaWAN Lighting Control Platform
STLPRO-240T3-2853	DOUBLE	5	285W	2252 W-h / LiFePO <sub>4</sub>	28'	SELS' LoRaWAN Lighting Control Platform
STLPRO-140T1-2103	SINGLE	4	210W	1244W-h / LiFePO <sub>4</sub>	28'	SELS' LoRaWAN Lighting Control Platform
STLPRO-180T1-2853	SINGLE	114	285W	2252W-h / LiFePO <sub>4</sub>	28'	SELS' LoRaWAN Lighting Control Platform
STLPRO-180T4-2853	SINGLE	20	285W	2252W-h / LiFePO <sub>4</sub>	28'	SELS' LoRaWAN Lighting Control Platform
STLPRO-180T2-2853	SINGLE	16	285W	2252W-h / LiFePO <sub>4</sub>	28'	SELS' LoRaWAN Lighting Control Platform

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



SELS USA LLC  
4747 Kester Mill Rd, Bldg B  
Winston-Salem, NC 27103  
Phone (704) 495-3535

ENGINEER OF RECORD: MA. ALD. ALEJANDRA ULLOA

River Landing Community Development District

PROJECT: Solar Street Lighting

PHOTOMETRIC ANALYSIS



# SELS

SMART ERA LIGHTING SYSTEMS

US HEADQUARTERS  
ADDRESS: 4747 KESTER MILL RD, PHONE: +1 (704) 495-3535  
WWW.SELSLED.COM

## STREET LIGHT MANAGEMENT PLATFORM

# Smart Solar Streetlighting Control System by SELS

Networked control system addresses the following:



## No Lighting Control

No ongoing control option for changing environmental needs



## High Sustained Cost

Potential labor burdens and power costs associated with device modifications



## Waste

Ineffective lighting strategy resulting in wasted power



# SELS Smart Street Lighting?



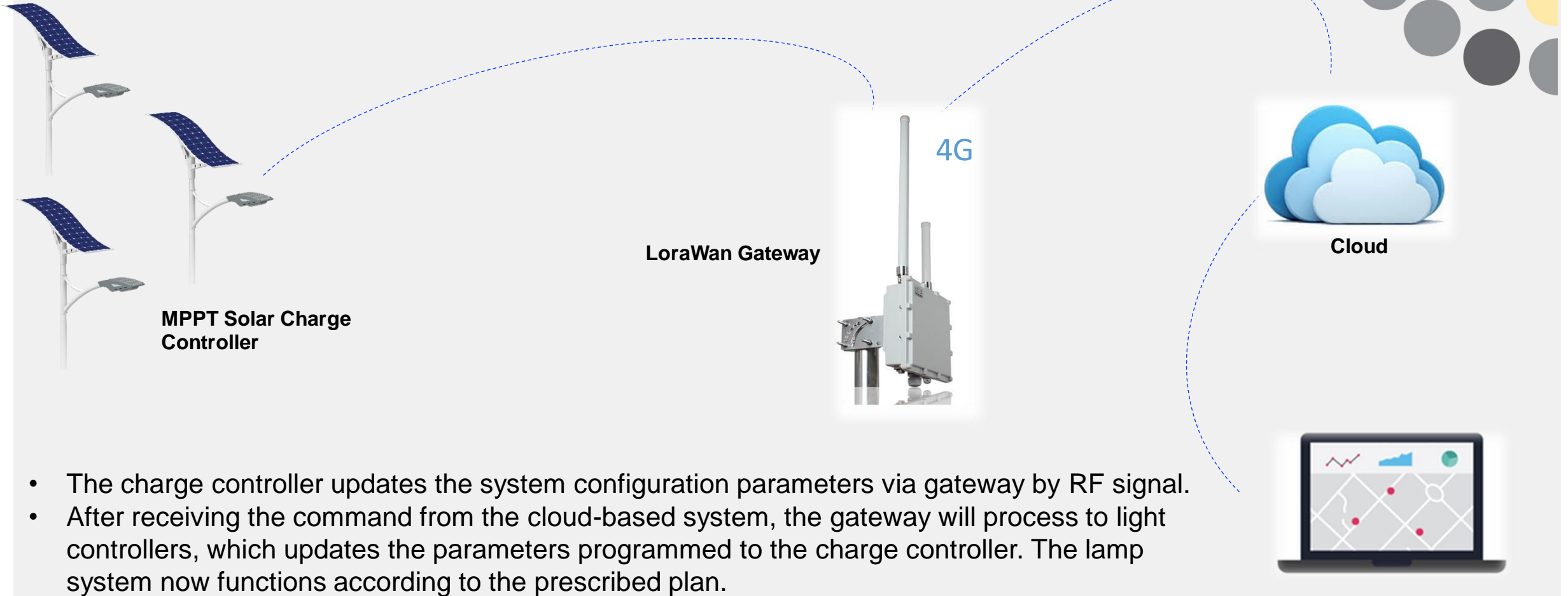
LoRa  
Long Range

WAN  
Wide Area Network

- Long Range
- Wide Area, Low Power Consumption
- Low Deployment Cost
- Bi-direction
- Standard LoRaWAN Network/Application Server
- Convenient Installation
- Easy Network Establishment
- Quick LoRa Devices Added
- Easy Maintenance



# Control System Outline



# Control System Specs



WE-GM-10 series gateway is a communication gateway based on LoRaWAN protocol standard. It is a key node device for building low-power wide area networks. The gateway has full-duplex data forwarding capability, meeting the requirements of high communication distance and low power consumption. Used in conjunction with SELS' LoRa enabled solar lighting controller, the user may network up to 2,000 nodes

12V~36V wide voltage DC input

Conforms to LoRaWAN wireless transmission protocol to support transmission and reception of full-duplex LoRa communication

Support multiple network access methods such as 2G/3G/4G and LAN

Adaptive data transfer rate

Output power up to 23dBm

Sensitivity dropped to -142.5dBm

Supports 8 channels concurrently, with up to 2,000 accessible nodes

The farthest transmission distance is 15km (line of sight), 2km (city distance)

Supports various operating frequencies such as US915MHz, EU868MHz, CN470MHz, AU915MHz

Effective lightning protection grounding protection



# Performance Parameters



## Communication parameters:

Operating frequency:  
US915MHz/EU868MHz/CN470MHz/AU915MHz

Channels: 8 125KHz, rate adaptive, support for spreading factor SF7-SF12

Transmit power: < 23dBm

Receive sensitivity: > -142.5dBm

Transmission distance: 2Km (city) / 15Km (line of sight)

Access method: LAN, 2G/3G/4G

Data Protocol: UDP/TCP/MQTT

LoRa antenna: T-NC female interface

4G antenna: T-NC female interface





# SELS Smart Street Light Controller (Nodes)



**No-Load-Loss: 42mA/12V; 23mA/24V**

**System Voltage: 24V**

**Charging Current: 15A**

**Max.Solar Panel Power: 200W/12V; 400W/24V**

**Solar Panel Input voltage: <60**

**MPPT Tracking Efficiency: >99%**

**Charging Conversion Efficiency: 93% to 96%**

**Load Conversion Efficiency: 92% to 96%**

**Output Current: 70mA to 5600mA**

**Load Current Accuracy: Load Current>300mA**

**Max Load Power: 80W/12V; 160W/24V**

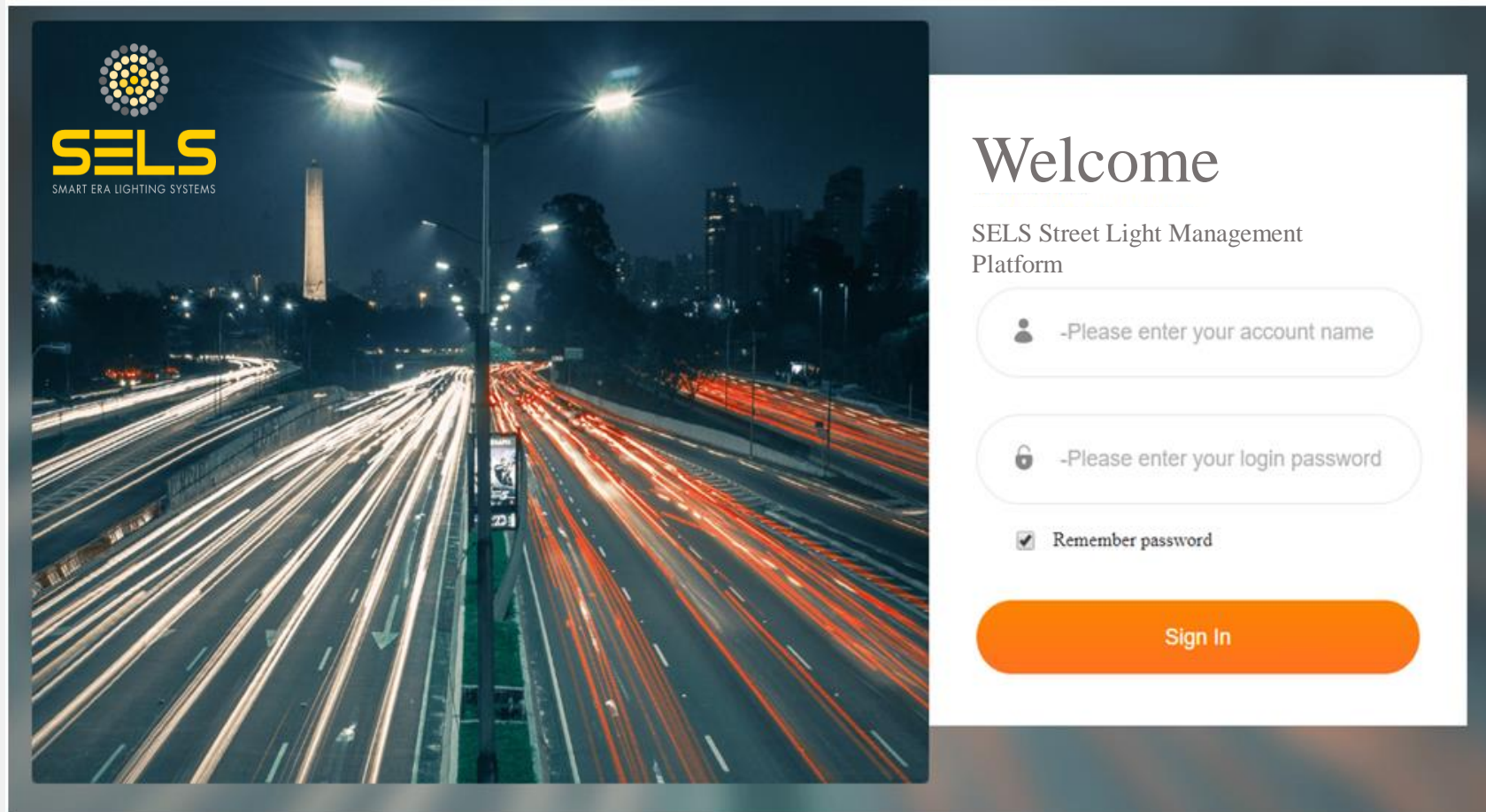




# SELS Street Light Management Platform



# Welcome Page



# Main Page



Notice: No announcement information!



## Project Summary

Show your general project situation, real-time data, project editing, permission allocation; manage project grid and street lamp attribute association to provide you with a concise project overview



## Project management

View and manage your device information and various editing settings according to the project classification, flexibly use the grouping strategy to control large area switch, brightness and so on.



## Video surveillance

Display all surveillance videos, real-time synchronous viewing, sharpness, probe direction can be flexibly controlled.



## Weather monitoring

Display the surrounding environment information detected by intelligent devices, multi-faceted auxiliary setting of the correct brightness strategy of switching lights, so that the lighting control equipment more in line with the needs of life.



## GIS map

GIS maps fully display the lighting control under the flag, and display differently according to different equipment types and different equipment status, so as to facilitate users to quickly view and control the operation accordingly.



## Alarm maintenance

Remind the wear and tear status of the equipment in real time, manage the basic information of the maintenance personnel, and quickly check the work status of the maintenance personnel.



## Historical data

Through lists, histograms and polygonal maps to show the trend of data diversification, flexible selection of equipment for comparative operation, so that equipment management is clearer and reporting is simpler.



## User management

View your basic personal information, as well as geographical and permission information, to control the various permissions of your sub-account.

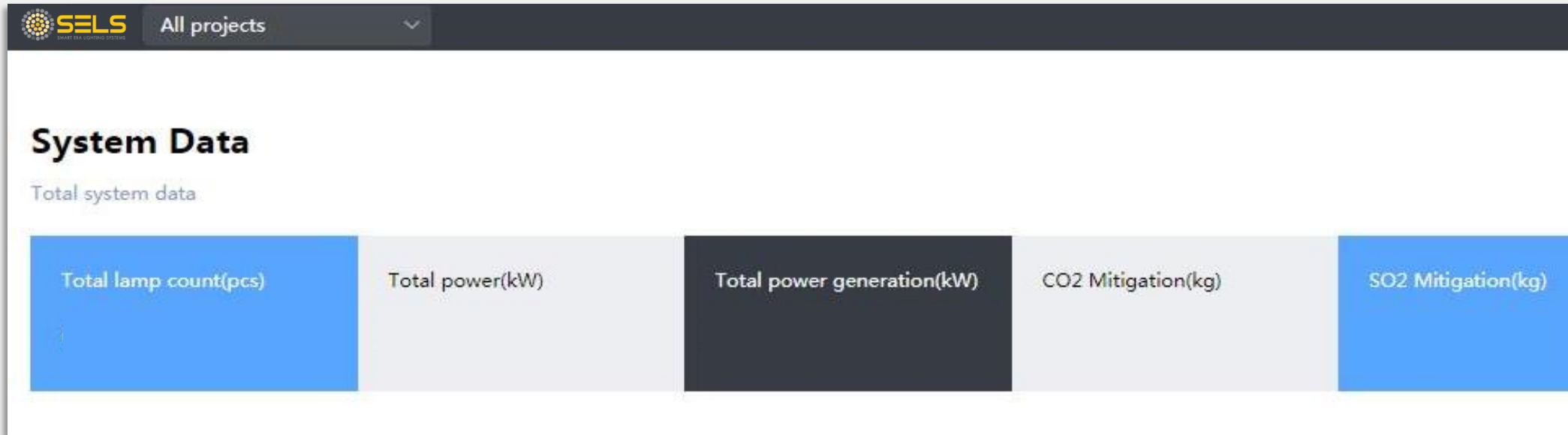


## Operation log

Real-time display platform account operation status, keyword query, classification search, fast traceability of historical operations.



# System Data



## Project Summary

Show your general project situation, real-time data, project editing, permission allocation; manage project grid and street lamp attribute association to provide you with a concise project overview

*Shows total lamps currently managed by your account*



# Project Management

SELS Notice: project 005541 street lamp has been over release, please enter the page of alarm maintenance to check the details, and deal with it in time!

lumbering : 0... 26 Total lamps count(pcs) 1 Total gateways count(pcs) 26 100% Total online count(pcs) 3 11.54% Total light count(pcs) 0 0% Total fault count(pcs)

Today Cloudy 07:06 18:45 25°C / 15°C Sun 10-13 Light Rain 19°C / 12°C Mon 10-14 Light Rain 22°C / 14°C Tue 10-15 Light Rain 21°C / 13°C Wed 10-16 Light Rain 21°C / 14°C Thu 10-17 Light Rain 21°C / 12°C Fri 10-18 Light Rain

All Lamp 26/26 All Off-line Warning Add Lamp Batch Update Search by lamp number Export Excel Field management Refresh strategy + Add Project

Number	Lamp number	Road	Lamp status	Network status	Update time	Wireless module address	Lamp power(W)	Charging stage	Battery volts	Operation
1	000001	杯湖路	off		2019-10-12 15:0...	06300938	0	Floating	27.4	Detail Modify Record GIS Parameter
2	000002	杯湖路	80		2019-10-11 21:3...	00001479	12.96	There is no charge	26	Detail Modify Record GIS Parameter
3	000003	杯湖路	off		2019-10-06 15:3...	00000066	0	Floating	27.3	Detail Modify Record GIS Parameter
4	000004	杯湖路	off		2019-10-12 10:2...	00001352	0	Improve charging	28.7	Detail Modify Record GIS Parameter
5	000005	杯湖路	off		2019-10-02 05:2...	00000027	8.31	There is no charge	25.5	Detail Modify Record GIS Parameter

**User can monitor and manage all the lamps under the same project.**

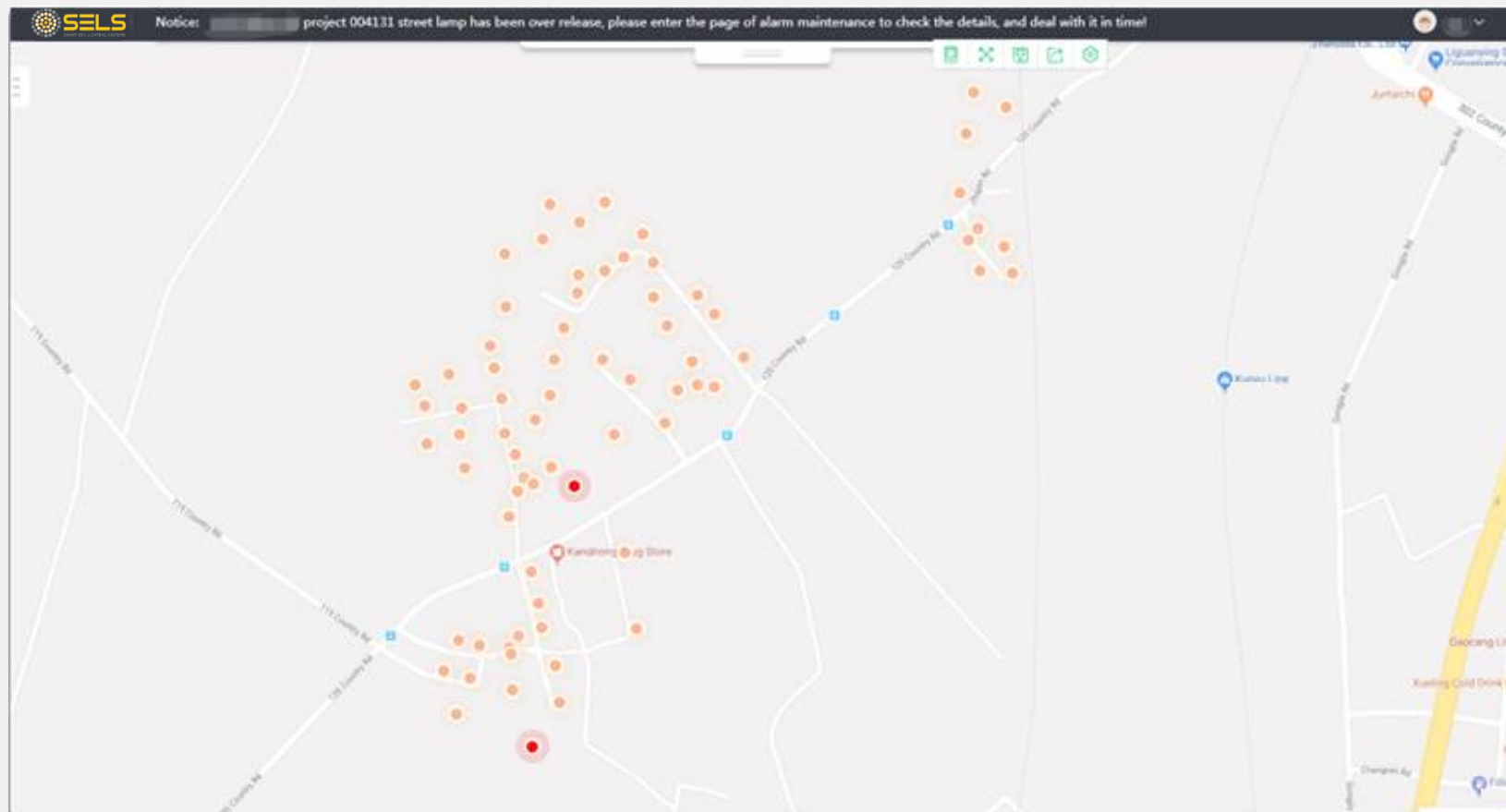
**project management**

View and manage your device information and various editing settings according to the project classification, flexibly use the grouping strategy to control large area switch, brightness and so on.





# GIS Map



*Support positioning and GIS map presentation*



## GIS map

GIS maps fully display the lighting control under the flag, and display differently according to different equipment types and different equipment status, so as to facilitate users to quickly view and control the operation accordingly.



# Alarm Report and Maintenance

SELS Notice: project 002457 street lamp has been load short circuit, please enter the page of alarm maintenance to check the details, and deal with it in time!

Alarm Historical alarm Inspection setup Export Excel Print Refresh

Search --Enter keywords to search Time Start time End Time Type All Callout All

Number	Project name	Alarm lamp	Alarm event	Type	Update time
1		000002	Abnormal battery voltage	Over release	2019-10-14 17:40:05
2		000002	Abnormal battery voltage	Overpressure	2019-10-14 17:35:04
3		000011	Abnormal battery voltage	Load short circuit	2019-10-14 17:34:33
4		000002	Abnormal battery voltage	Battery failure	2019-10-14 17:30:07
5		000002	Abnormal battery voltage	Internal overtemperature	2019-10-14 17:25:03
6		000012	Abnormal battery voltage	External overtemperature	2019-10-14 17:23:15
7		002701	over release	Load opening	2019-10-14 17:22:31
8		000322	Abnormal battery voltage	Untreated	2019-10-14 17:21:13
9		000012	Abnormal battery voltage	Untreated	2019-10-14 17:21:02
10		000002	Abnormal battery voltage	Untreated	2019-10-14 17:20:05
11		100046	over release	Untreated	2019-10-14 17:19:30
12		000015	Abnormal battery voltage	Untreated	2019-10-14 17:17:53
13		000005	Battery Overdischarge	Untreated	2019-10-14 17:16:52



## Alarm maintenance

Remind the wear and tear status of the equipment in time, synchronize the maintenance status of the equipment in real time, manage the basic information of the maintenance personnel, and quickly check the work status of the maintenance personnel.

*View detailed alarm reports and historical alarms*





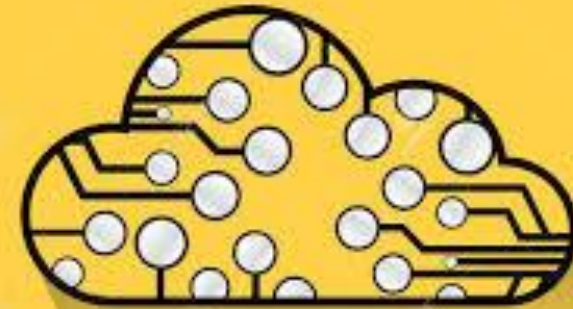
# System Requirements

SELS or Customer Adminstrated

Virtual Private Server (Microsoft Azure, AWS, Google Cloud, etc.)

4G Cellular Subscription (Verizon, AT&T, etc.)

Internet Accessible Computer Terminal for Modifications and Alerts





**Smart Era Lighting Systems**  
4747 Kester Mill Rd, Winston-Salem, NC 27103  
p. (704) 495-3535 | f. (336) 997-9790  
CustomerService@SELSLED.com

## **SELS Full Product Warranty**

### **River Landing Community Development District**

#### **STLPRO Solar Street Lights**

#### Introduction

Thank you for evaluating SELS Solar lighting products manufactured by Smart Era Lighting Systems (SELS USA LLC). SELS manufactures to the highest international standards of quality and reliability and we stand by our products with a full 7-year warranty.

#### Warranty Coverage

SELS USA LLC warrants all components of our solar lamps to be free of all defects in material and workmanship for a period of 7 years from date of installation. Within the period of this warranty, SELS USA will repair or replace, free of charge, any component proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized SELS technician. All expenses related to replacing or repairing a defective part under this warranty shall be assumed by SELS USA except for the following exclusions, which shall be assumed by the buyer.

#### Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

1. Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
2. Repairs carried out by non-authorized installers or repairers, or the cost of correcting such unauthorized repairs.

#### How to Obtain Services

In the unlikely event of a component failure affecting product performance, the customer should contact SELS customer service department to request an evaluation and warranty claim. SELS will send out an authorized representative to evaluate the defect material and, if necessary, deliver a replacement at no cost to the customer. This process can be initiated by calling SELS Customer Service at (704) 495-3535 or emailing at [CustomerService@SELSLED.com](mailto:CustomerService@SELSLED.com). In order to track warranty entitlement, SELS solar product must be purchased from an authorized retailer or distributor, record of which may be obtained through said dealer.

#### Limitation on Liability

In no event shall SELS USA LLC be liable for consequential damages for breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.



Smart Era Lighting Systems  
 4545 Kester Mill Road, Bldg. B  
 Winston-Salem, NC 27103  
 p. 704-495-3535

COMPONENTS	SELS	SolarOne	DIFFERENCES
<b>Battery Box</b>	Fully Sealed Aluminum Extrusion ( IP 67 Protection ) IP67 ( Ingress of water in harmful quantity shall not be possible when the enclosure is immersed in water under defined conditions of pressure and time (up to 1 m of submersion)	Vented Polypropylene Box (IP 65 Protection ) IP65 ( Water projected by a nozzle (6.3mm) against enclosure from any direction shall have no harmful effects )	<p>Vented case allows moisture via humidity and precipitation causing corrosion and shorten life of system. SELS' case is IP67 rated, fully sealed and constructed from high strength aluminum with <u>heat dissipating properties.</u></p> <p>Polypropylene glass transition temperature is between -20C and -10C causing the material to become brittle and prone to cracking during periods of cold weather</p>
<b>Solar Panel</b>	285 W PV 210 W PV	260W PV	Based on load and usage specified, the maximum power usage required for a given day is about 785W-h. Based on location, this presents a need for a solar panel no larger than 285W. To oversize the solar panel is an inefficiency and does not maximize value for the customer.
<b>Battery</b>	We use Lithium Iron phosphate batteries. This type of battery chemistry is widely recognized as the most robust and high-performance commercially available today. SELS offer a system with battery back up over 3 days.	NiMH - This types of batteries perform better in cold weather, its not the case to use these types of batteries in Florida.	The energy density LiFePO <sub>4</sub> battery chemistry offers significantly higher energy density than that of NiMH. This allows SELS to present a more robust power storage system over the competition.
<b>Warranty</b>	7 Years ( Fully Warranty )	5 Years	SELS offers 7 year warranty for all components. Our systems are designed to support longevity and performance for extended use.



**SELS - Smart Era Lighting Systems**  
 4747 Kester Mill Rd, Bldg B  
 Winston-Salem, NC 27103

704-495-3535  
[rbadilla@selsled.com](mailto:rbadilla@selsled.com)  
[CustomerService@selsled.com](mailto:CustomerService@selsled.com)

**Quote**

**Date:** Saturday, October 24, 2020

**Quote Number:** 9304

**To**  
 Bryan Jackson, District Engineer  
 River Landing Community Development District  
 bryan.jackson@waldropengineering.com  
 (813) 443-8282

**Reference:** River Landing Community Development District

Qty	Description of Goods & Services	Unit Price	Totals
114	STLPRO 80W , 4000K, 285W Solar Panel, Battery Capacity 25.6V 88Ah; Type I, Steel Pole	\$ 3,284.16	\$ 374,394.24
16	STLPRO 80W , 4000K, 285W Solar Panel, Battery Capacity 25.6V 88Ah; Type II, Steel Pole	\$ 3,284.16	\$ 52,546.56
20	STLPRO 80W , 4000K, 285W Solar Panel, Battery Capacity 25.6V 88Ah; Type IV, Steel Pole	\$ 3,284.16	\$ 65,683.20
6	STLPRO 40W, 4000K, 210W Solar Panel, Battery Capacity 25.6V 48.6Ah; Type I, Steel Pole	\$ 2,521.71	\$ 15,130.25
4	STLPRO 40W- Double Head, 4000K, 210W Solar Panel, Battery Capacity 25.6V 88Ah; Type 2, Steel Pole	\$ 3,467.04	\$ 13,868.16
5	STLPRO 40W- Double Head, 4000K, 210W Solar Panel, Battery Capacity 25.6V 88Ah; Type 3, Steel Pole	\$ 3,467.04	\$ 17,335.20
<b>Total Cost</b>			<b>\$ 538,957.61</b>
<p>Note: Freight included with purchase</p> <p>Note: Sales tax exemption must be verified prior to invoicing. Tax applied based on purchase location.</p> <p>Note: We can offer aluminum poles for an additional \$550 per lamp.</p> <p>Lead Time 30 Days</p>			
Amount			\$ 538,957.61
Discount			\$ -
Tax			
<b>Total Quotation Price</b>			<b>\$ 538,957.61</b>

*This material is intended solely for use by the addressee and its agents at addressee organization. This quote request is sent to compare available offers and does not imply entering into a legally binding agreement. Quote valid for 30 days from date of issue.*

**Wire Payment Information**

Bank Name:	Suntrust Bank
Account Name:	SELS USA LLC
Account Number:	1000170872997
Fed Wire:	61000104

For and on behalf of  
 SELS USA LLC

[www.SELSLED.com](http://www.SELSLED.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2020

**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 have ADDITIONAL INSURED provisions or 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> World Insurance Associates, LLC 656 Shrewsbury Ave, Suite 200 Tinton Falls NJ 07701	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 732-380-0900      FAX (A/C. No.): 732-380-0909 E-MAIL ADDRESS: certificates@worldins.net																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>RIBS/United Specialty Ins</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>LLOYDS OF LONDON</td> <td>8520</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	RIBS/United Specialty Ins		INSURER B :	LLOYDS OF LONDON	8520	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER F :																						
<b>INSURED</b> SELS USA LLC 4747 Kester Mill Rd Winston Salem, NC 27103-4103	SELSUS0001																					


**COVERAGES      CERTIFICATE NUMBER: 1817458217      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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USA4254855	2/22/2020	2/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED DEDUCTIBLE \$ 500
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			BINDER	8/30/2020	8/30/2021	Aggregate Limit \$1,000,000 Each Claim Limit \$1,000,000 DED \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Location Address: 2995 Starlight Dr., Winston Salem, NC 27107

RE: Pursuant to RFP #19-23TS Benjamin Franklin Dr Solar Lighting Phase 1 of the Benjamin Franklin Dr Solar Lighting Project Design/Build Services. City of Sarasota is Additional Insured with respect to General Liability if required by written contract. A Waiver of Subrogation in favor of City of Sarasota applies to General Liability if required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Sarasota Attn: City Manager 1565 First St. Sarasota FL 34236	<b>CANCELLATION</b>  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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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/30/2020

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

AGENCY World Insurance Associates, LLC 656 Shrewsbury Ave, Suite 200 Tinton Falls, NJ 07701	PHONE (A/C, No, Ext): 732-380-0900	COMPANY RIBS/United Specialty Ins
FAX (A/C, No): 732-380-0909	E-MAIL ADDRESS: certificates@worldins.net	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED SELS USA LLC 4747 Kester Mill Rd Winston Salem, NC 27103-4103	LOAN NUMBER	POLICY NUMBER USA4254855
	EFFECTIVE DATE 02/22/2020	EXPIRATION DATE 02/22/2021
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

## PROPERTY INFORMATION

LOCATION/DESCRIPTION 4747 KESTER MILL RD WINSTON-SALEM, NC 27103 / OFFICE/ WARE HOUSE
--

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

PERILS INSURED | BASIC | BROAD |  SPECIAL

COVERAGE / PERILS / FORMS

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
CONTENT:(RCV)	\$250,000	\$1,000
SIGN:(RCV):	\$10,000	\$1,000
BUSINESS INCOME	\$100,000	


## REMARKS (Including Special Conditions)

WIND / HAIL INCLUDED EQUIPMENT BREAKDOWN INCLUDED THEFT INCLUDED WITH DED: \$1,000
--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  City of Sarasota, Attn: City Manager 1565 First St. Sarasota, FL 34236	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

ACORD 27 (2016/03)

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**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART I.C. GENERAL INFORMATION – EVALUATION CRITERIA**

**PRELIMINARY REQUIREMENTS (Pass / Fail)**

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida.

**SCHEDULE (10 Possible Points)**

The Proposer is able to meet the schedule of delivering the Street lights within thirty (30) days written request from the District. (Points will be given for quickest schedule and number of units able to be delivered.)

**EXPERIENCE (35 Points Possible)**

This category addresses experience and ability of key personnel; etc.

**FINANCIAL CAPACITY (10 Points Possible)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

**PRICE (45 Points Possible)**

This category addresses overall pricing for the street lights. This category will be computed mathematically with the lowest cost Proposal receiving 50 points, and all others receiving a proportion of such maximum points.

**100 Total Points Possible**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.A. PROPOSAL FORM – GENERAL INFORMATION**

**1. *Proposer General Information***

Proposer Name SELS USA LLC

Street Address 4747 Kester Mill Rd

P. O. Box (if any) \_\_\_\_\_

City Winston Salem State NC Zip Code 27103

Telephone (704) 495-3535 Fax no. \_\_\_\_\_

Internet Address www.SELSsolar.com /

1st Contact Name Rafael Badilla Title President

Contact Telephone (704) 495-3535 704-310-7850 E-Mail Address rbadilla@selsled.com

2nd Contact Name Frank Hopkins Title Sales Director

Contact Telephone (704) 495-3535 / (704) 495-1978 E- Mail Address fhopkins@SELSsolar.com

Parent Company Name (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

**(Attach a chart showing ownership structure of Proposer.)**



2. **List the location of Proposer's office that would oversee the work.**

Street Address 5222 Andrus Ave, Suite A

P.O. Box (if any) \_\_\_\_\_

City Orlando State FL Zip Code 32810

Telephone (407) 290-2223 Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name John Peng Title FL Sales Manager

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

3. **List the location of facility that would store the Street Lights.**

Street Address 5222 Andrus Ave, Suite A

P.O. Box (if any) \_\_\_\_\_

City Orlando State FL Zip Code 32810

Telephone (407) 290-2223 Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name John Peng Title FL Sales Manager

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

4. **Company Standing**

Proposer's form of entity: Limited Liability Company  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware

Date 2013 Charter Number (if applicable) \_\_\_\_\_

Is the Proposer in good standing with that State? Yes  No

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Pasco County and the State of Florida?

Yes  No

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Licensure**

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Pasco County:

FL General Contractor License  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For each registration or license, provide the following information:

Type of registration or license

General Contractor Licence  
\_\_\_\_\_

License No. 060303 Expiration Date \_\_\_\_\_

Qualifying Individual John Peng Title FL Sales Manager

List company(ies) currently qualified under this license \_\_\_\_\_  
\_\_\_\_\_

Is the registration or license in good standing? Yes  No

If no, please explain \_\_\_\_\_  
\_\_\_\_\_

**(Attach photocopies of each listed license or registration, and additional sheets as necessary.)**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.B. PROPOSAL FORM – EXPERIENCE  
OFFICERS AND KEY PERSONNEL  
(Attach additional sheets if necessary)**

Company Name SELS USA LLC Date \_\_\_\_\_

Provide the following information for Officers and Key Personnel of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Rafael Badilla . BSCE	President	Managing	Winston Salem, NC
John Peng BSCE	FL Sales Manager	FL Sales, Customer Serv	Orlando, FL
Garrett Higgins, BSME	Operations Director	Enginnering Director	Winston Salem, NC
Frank Hopkins, MBA	Sales Director	Sales Director	Charlotte, NC
Anna King	Administration	Administrative Responsibilities	Winston Salem, NC
<b>FOR PARENT COMPANY (if applicable)</b>			

1. ***Describe at least FIVE projects where the Proposer's Street Lights have been used in a project similar to the River Landing community. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: City of Myrtle Beach, - Myrtle Beach Convention Center

Reference Contact: Paul Edwards - General Manager

Contact Phone/E-Mail: (800) 537-1690

Dollar Amount of Contract: 81 solar Lights - 1 Solar Charging Station, \$244,000

Describe the Project: \_\_\_\_\_

Myrtle Beach Convention Center upgraded the exterior lighting for the property for 20th anniversary. Chose SELS to design layout, provide product, and to install all material

\_\_\_\_\_  
\_\_\_\_\_

When were the Street lights installed? March 2018

2. ***Describe at least FIVE projects where the Proposer's Street Lights have been used in a project similar to the River Landing community. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: Lynwood California

Reference Contact: Jennifer Hernandez, Public Works

Contact Phone/E-Mail: (310) 603-0220 / jhernandez@lynwood.ca.us

Dollar Amount of Contract: \$132,000

Describe the Project: The City of Lynwood initially specified another company's products for installation at Ricardo Lara Linear Park. The results of the lighting levels and performance did not meet their expectations so they contacted SELS to implement a high performance solution.

---

When were the Street lights installed? 2018 , January

3. *Describe at least FIVE projects where the Proposer's Street Lights have been used in a project similar to the River Landing community. For each project, provide the following information (attach additional sheets to complete).*

Project Name/Location: Clemson University

Reference Contact: Snowil Lopes / Clemson Energy Engineer

Contact Phone/E-Mail: snowill@clemson.edu

Dollar Amount of Contract: \$68,000

Describe the Project: Clemson University evaluated several solar lighting proposals to light up the outdoor areas of their technology center, and their research center lab.

SELS provided a solar lighting solutions according to all their specific needs.

When were the Street lights installed? 2018, Summer

4. ***Describe at least FIVE projects where the Proposer's Street Lights have been used in a project similar to the River Landing community. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: City of North Augusta . River View Park

Reference Contact: Rick Meyer

Contact Phone/E-Mail: rmeyer@northaugusta.net

Dollar Amount of Contract: Confidential through a distributor

Describe the Project: River View Park is the central recreation complex for the city, they need to provide outdoor lighting through all their parking lots and roadways, the best alternative for them was to go with a solar lighting solution, after the evaluation of several offers they they choose our product.

When were the Street lights installed? 2020 , February

5. ***Describe at least FIVE projects where the Proposer's Street Lights have been used in a project similar to the River Landing community. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: Hospital Tomas Casas / Costa Rica

Reference Contact: Ingeniero Diego Alejandro Ruiz

Contact Phone/E-Mail: druizc@ccss.sa.cr / (506) 2786-8148

Dollar Amount of Contract: \$282,000

Describe the Project: The outdoor lighting of the Hospital started failing, because the project specifics, installation needs to be fast and clean. SELS presented a solar lighting proposal to fulfill their needs and we successfully installed with our local distributor 72 lamps in six days, providing the hospital a new outdoor lighting.

When were the Street lights installed? 2020



2. *Has the Proposer previously supplied Proposer's Street Lights for a community development district or other governmental entity? Yes (x) No ( ) If yes, please provide the following information for the various projects (attach additional sheets if necessary):*

Project Name/Location: 79% Government entities, 29% Commercial Properties

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When were the Street Lights installed? \_\_\_\_\_

3. ***Within the past 5 years, has the Proposer ever failed to timely deliver an order, failed to complete a contract, or had any contracts terminated before all deliveries were completed? Yes ( ) No (X) For each such incident, please provide the following information (attach additional sheets as needed):***

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
II.B. & C. PROPOSAL FORM – EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND**

*1. What contracts does the Proposer currently have on hand, and what contracts are expected through December 2022?*

<b>Project Name</b>	<b>Location</b>	<b>Street Lights to Be Produced</b>	<b>Contracted Delivery Dates</b>	<b>Total Value of Contract</b>
Benjamin Franklin Dr	Sarasota FL	278	May 2021	\$ 2.8 Million
Hospital San Fco Asis	Alajuela CR	96	Dec 2020	\$ 348,000
Huntington Park	Huntington, California	346	October 2020`	\$ 325,000
Charlotte	City Construction Projects Solar Surveillance Cameras	18	Oct, Nov2020	\$60,375
Fairchild St, Market	Barbados	22	Nov 2020	\$101,128
Quarry Park	Winston Salem NC	14	January 2021	\$ 61,725
Town Ranch, Green Valley	Asheville, NC	48	March 2021	\$136,800
Odem City Park	City of Odem, TX	24	Nov 2020	\$ 108,600
Leahy Square Park	Livermore, CA	25	Dec, 2020	\$ 78,600
Salt Lake City	Salt Lake City Park	11 Smart Solar Benches	Oct, 2020	\$ 48,294
Five Points Plaza	Charlotte, NC	680 Solar Pavers	Feb 2020	\$ 126,320

Please contact us if you need more projects that are under contract to be executed before Dec 2022

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.D. PROPOSAL FORM – PRICING**

Price for Proposer's Street lights is: Please specify a price for each type of equipment/product that makes up the Street Lights

All pricing includes all costs of freight, insurance, etc., with risk of loss transferring upon delivery and acceptance at the job-site in Pasco County, Florida. Pricing shall be held current through completion of installation or December 31, 2024, whichever is earlier.

**PART II.E. PROPOSAL FORM – SCHEDULE**

Proposer can produce (or cause to be produced) and deliver (or cause to be delivered) to the job-site in Pasco County, Florida at least 200 (i.e., no fewer than 30) street lights within 30 (i.e., no more than thirty (30)) calendar days of written request.

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS**

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES  
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

1. This sworn statement is submitted to     River Landing Community Development District

by     Rafael Badilla - President

(print individual's name and title)

for     SELS USA LLC

(print name of entity submitting sworn statement)

whose business address is

    4747 Kester Mill Rd, Winston Salem, NC, 27103

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the River Landing Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the contract, the entity will immediately notify the River Landing Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this  
23 day of October, 2020.

(Corporate Seal, if applicable)

SELS USA LLC

(Name of Proposer)

By: Rafael Badilla

Title: President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
AFFIDAVIT REGARDING PROPOSAL**

STATE OF North Carolina  
COUNTY OF Forsyth

Before me, the undersigned authority, appeared the affiant, Rafael Badilla, and having taken an oath, affiant, based on personal knowledge, deposes and states:

*Authorization*

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for SELS USA LLC (“**Proposer**”) and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“**Proposal**”) provided in response to the River Landing Community Development District Request for Proposals for Street lights. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

*Receipt of Documents*

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. <u>1 - Cad File-by Email</u>	Dated <u>22/10/20</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

*Pricing & Non-Collusion*

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

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*Agreements Regarding Records and Project Manual*

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the River Landing Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.



10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the Master Project site and/or related documentation, and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 201, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT:** Attach Proof of Authorization to Sign

**PURCHASE ORDER AGREEMENT (“ORDER AGREEMENT”)**

**“Owner”**

**“Seller”**

Owner:	River Landing Community Development District	Seller:	SELS USA LLC
Address:	2900 Northeast 12 <sup>th</sup> Terrace, Suite 1 Oakland Park, Florida Attention: James P. Ward	Address:	4747 Kester Mill Rd, Winston Salem, NC 27103
Phone:	(954) 658-4900	Phone:	(704) 495-3535
Fax:		Fax:	

**“Project”**

Project Name:	Order of Street lights for River Landing Community	Contract Date:	
Project Address:	River Landing Community Development District, Pasco County, Florida		

**DESCRIPTION OF GOODS OR SERVICES** – The Owner and Seller are entering into this Order Agreement for the purpose of the Owner purchasing, on one or multiple occasions, street lights known as \_\_\_\_\_ (“**Goods**”), which meet the specifications attached hereto as **Exhibit A**, which are of merchantable quality, and which are fit for use as street lights in a residential community.

**SCHEDULE** – Street lights shall be produced and delivered within \_\_ days of written request by Owner. Pricing shall be held current through completion of the street lighting project or December 31, 2024, whichever is earlier.

**PRICE** – The Goods shall be priced as follows: \_\_\_\_\_.

**DISTRICT TAX EXEMPT CERT. #** \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Order Agreement effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order Agreement, including the Specifications, Terms and Conditions and other exhibits attached hereto, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**River Landing CDD**

Owner \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

Seller \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

- EXHIBIT A:** Specifications
- EXHIBIT B:** Terms and Conditions
- EXHIBIT C:** Insurance Certificate



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p 813.980.0300 | f 813.980.0321  
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October 26, 2020

Bryan Jackson  
Waldrop Engineering  
10401 Highland Manor Drive, Suite 220  
Tampa, FL 33610

### **River Landing Community Development District – Street Lights**

Dear Bryan:

Thank you for your interest in completing the River Landing street lighting project with AMPRO. As requested, we have prepared the following proposal for your review. Along with our corporate history and experience, we have included detailed information on how AMPRO will meet all specifications from the time of order through implementation.

AMPRO remains a leader in the commercial lighting industry – including all aspects of supply, installation and maintenance. Headquartered in Tampa, we self-perform all work across the state of Florida and offer a unified level of service and communication to our customers. AMPRO owns a fleet of vehicles that include aerial lift trucks, crane trucks and specialized equipment to address all your lighting needs.

As the project cycles through its phases, AMPRO will supply all material and coordinate deliveries to meet your timeframe. All street lights will be stored in our Tampa warehouse and released per phasing schedule. Currently, production on material is estimated around 14 weeks. The advantage of being local (20 minutes from River Landing) allows for quick deliveries and ease of communication. AMPRO will also be able to keep a constant pulse on production and quality.

Together with project managers and superintendents that will be dedicated to this job, we have a team of warehouse and operations personnel that will provide ongoing support. This team will ensure all street lights arrive safely and in a timely manner. Following delivery, all lighting components will be assembled, installed and commissioned per specifications.

Included in this submittal are several references and job details of projects that we have completed similar to this. We look forward to working together and please let us know if you have any further questions.

**Ben Holzer**  
*Business Development*  
Ben@amproteam.com  
813-205-2939



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[www.AMPROteam.com](http://www.AMPROteam.com)

**Date:**

10/26/2020

**Proposal Submitted To:**

River Landing Community Development District

**Scope of Work:**

- Survey existing conditions of property. Design and propose solar lighting solution that meets specifications and requirements.
- Supply (188) solar street lights; comprised but not limited to poles, solar panels, light fixtures, batteries and controls. Details and breakdown are listed below:

- (150) RFS 72W32LED24V-4K-TR2M-72-P305F-4P-HW-MC
- (23) RFS 72W32LED24V-4K-T4-72-P305F-4P-HW-MC
- (4) [2]RFS-35W16LED-4K-T4-38-P305F-4P-HW-MC
- (11) [2]RFS-35W16LED-4K-TR2M-38-P305F-4P-HW-MC
- (173) RTA-146-D-6-BD-1S4A-BK
- (15) RTA-146-D-6-BD-2S4A-BK

**Other components:**

- *SmartLight Power 365 Solar Lighting System with 1248Wh-24V NiMH Battery, special extreme temperature (from -40°C to +70°C).*
- *305W solar module with Top of Pole assembly and Intelligent management/control system.*
- *System color is black. High wind and enhanced marine coating.*
- *Round Tapered Aluminum Pole. 14'6" Mounting height x 6" Base OD x 0.188" Wall. Provisioned with Heavy Duty Tenon. Black Powder Coat Finish*
- *4' integrated mast arms included.*
- *\*Fonroche Connect gateway to wirelessly control and monitor each individual street light\**

- AMPRO will utilize its secured warehousing in Tampa and deliver all materials from this convenient location. Deliveries will be made to job site in quantities determined by phase.
- Current lead time on production of street lights is estimated at 14 weeks. After production is complete, the time needed to deliver goods from AMPRO warehouse can be as quick as 1-10 business days.
- AMPRO to hold all required local, state and federal licenses in good standing and authorized to do business in Pasco County and the State of Florida.

**\*MATERIAL PHASING SCHEDULE WITH QUANTITIES AND ASSOCIATED COSTS PER PHASE\***

Phase	Type	Qty	Material Cost
1A	Single	52	\$375,123.00
	Double	7	
1B	Single	14	\$129,816.75
	Double	6	
2	Single	41	\$271,080.13
	Double	2	
3	Single	29	\$181,891.62
4	Single	16	\$100,370.00
5	Single	21	\$131,718.50
<b>Total</b>		<b>188</b>	<b><u>\$1,190,000.00</u></b>



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**What sets AMPRO apart from the rest? At AMPRO we go beyond supplying and delivering your product. For preparation and budgeting, we illustrated the scope and cost for installation of all street lights at River Landing.**

- Upon delivery, AMPRO will assemble, install and commission the entire lighting system.
- Poles will be installed in quantities determined by phase and ready for immediate use.
- Install (188) solar street lights; comprised but not limited to poles, solar panels, light fixtures, batteries and controls. Details and breakdown are listed below:

- (150) RFS 72W32LED24V-4K-TR2M-72-P305F-4P-HW-MC
- (23) RFS 72W32LED24V-4K-T4-72-P305F-4P-HW-MC
- (4) [2] RFS-35W16LED-4K-T4-38-P305F-4P-HW-MC
- (11) [2] RFS-35W16LED-4K-TR2M-38-P305F-4P-HW-MC
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**Other components:**

- *SmartLight Power 365 Solar Lighting System with 1248Wh-24V NiMH Battery, special extreme temperature (from -40°C to +70°C).*
  - *305W solar module with Top of Pole assembly and Intelligent management/control system.*
  - *System color is black. High wind and enhanced marine coating.*
  - *Round Tapered Aluminum Pole. 14'6" Mounting height x 6" Base OD x 0.188" Wall. Provisioned with Heavy Duty Tenon. Black Powder Coat Finish*
  - *4' integrated mast arms included.*
  - *\*Fonroche Connect gateway to wirelessly control and monitor each individual street light\**
- Provide project management, permitting and coordination with local municipality.
  - All permit fees will be additional and at cost. Receipts available upon request.
  - AMPRO to hold all required local, state and federal licenses in good standing and authorized to do business in Pasco County and the State of Florida.
  - AMPRO to provide all lifts and equipment to complete installation.
  - Make all necessary connections aboveground and underground for new pole locations.
  - Upon completion, clean and remove of all debris and waste materials from property.

**\*LABOR PHASING SCHEDULE WITH QUANTITIES AND ASSOCIATED COSTS PER PHASE\***

<u>Phase</u>	<u>Type</u>	<u>Qty</u>	<u>Labor Cost</u>
1A	Single	52	\$35,149.25
	Double	7	
1B	Single	14	\$11,915.00
	Double	6	
2	Single	41	\$25,617.25
	Double	2	
3	Single	29	\$17,276.75
4	Single	16	\$9,531.00
5	Single	21	\$12,510.75
<b>Total</b>		<b>188</b>	<b><u>\$112,000.00</u></b>



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## **Corporate Structure**

### **1. Recruiting**

AMPRO understands that our reputation is only as good as the quality of service we deliver. Having repeat customers of many years, we feel our recruitment and internal promotion structure has allowed us to reach the reputation we are proud of today.

The majority of our new hires, are referred by current employees. To begin the process, there is a resume review followed by interviews with our Operations Manager and Owner. From there, we perform background checks, drug testing and a technical skill evaluation. If a technician succeeds in all areas we extend an offer and immediately begin our training process.

### **2. Training**

New service technicians are paired with the most tenured employees in an effort to learn the “AMPRO way” of performing services and learning our procedures. In fact, many of our employees hold master electrician certifications and engineering degrees; which benefit our entire workforce throughout the training process. We host safety training courses with an outside consultant at least two times each year. Also, we host group meetings/team building activities where technicians have a chance to learn different methods and solutions and learn about new technologies that are introduced to the industry.

### **3. Quality**

We consider ourselves a “hands on” business where each salesperson, operations manager and owner visits job sites several times per week to ensure quality. We developed a quality control system where each technician is rated on a 1 -10 scale every working day. The rating system is based on quality of work performed, but also includes efficiency, customer interaction and communication with internal operations personnel. This rating system is tied to a monetary bonus that is distributed periodically 2-3 times per year.

### **4. Metrics**

Our project and service managers are dedicated to overseeing all dispatched work orders. Along with their team of coordinators, they have access to all our technicians and vehicles that are located throughout the state. The team is available at all hours of operations to respond within minutes of receiving service calls. AMPRO stocks all its trucks with a variety of materials. Only in the rarest circumstances must we return for a second visit. We also have a logistics team that is dedicated to delivering material to various jobs and service technicians. Since we have ongoing relationships with several customers that require strict response policies, we are confident that we will score highly in customer satisfaction.



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## 5. Reporting

Each account is assigned to an internal operations employee and tracked through our proprietary software. It is their responsibility to ensure that reporting is clear, precise and useful for the customer. Reporting is reviewed and approved by the salesperson and is subject to periodic review by company executives. For example, we currently service a large retailer with many locations throughout the state; we have developed a tracking system for each individual service call – tracking response time, one-trip resolutions and customer satisfaction.

## 6. Communication Process

AMPRO prides ourselves on communication. We have daily contact with every field technician, which allows us to learn trends and problems and effectively communicate resolutions. All trucks are monitored via GPS and all work orders are completed electronically accompanied with pictures. It is our job to ensure that all necessary information is relayed to the customer. We understand that issues may arise or alternative solutions may be needed, which is why effective communication is our top priority.

## 7. Coverage Area

AMPRO self-performs all work across Florida and Georgia. We are headquartered in Tampa with offices in Atlanta and South Florida. Given our expansive coverage, it is important that we have the proper infrastructure in place. We have divided the state into different zones – each with a dedicated zone coordinator to oversee and manage properly.



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p 813.980.0300 | f 813.980.0321  
[www.AMPROteam.com](http://www.AMPROteam.com)

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## REFERENCES

### Leo Murray – AMPRO

Owner

7818 Professional Place

Tampa, FL 33637

813.957.4732 | [Leo@amproteam.com](mailto:Leo@amproteam.com)

*AMPRO's owner and president*

### Isabella Blanco – EastGroup Properties

Property Management

1632 NW 215<sup>th</sup> St.

Miami, FL 33056

786.671.9234 | [isabella.blanco@eastgroup.net](mailto:isabella.blanco@eastgroup.net)

*National commercial real estate company*

### Richard Forrest – Site Centers

VP of Property Management

3300 Enterprise Pl

Beachwood, OH 44122

727.942.1190 | [rforrest@ddr.com](mailto:rforrest@ddr.com)

*National commercial real estate company*

### Randy Kimmel – LSI Industries

Sr. National Renovation Sales Manager

10000 Alliance Road

Cincinnati, Ohio 45242

513-404-1226

*Commercial lighting manufacturer*

### Andy Pearlman – ISRAM Realty

VP of Property Management

500 S. Dixie Hwy

Hallandale, FL 33009

954.455.2822 | [Andy@IqramRealty.com](mailto:Andy@IqramRealty.com)

*National commercial real estate company*

### Jon Edens – QSSI

Vice President

12802 Commodity Pl

Tampa, FL 33626

813.792.3651 | [jedens@qssi.com](mailto:jedens@qssi.com)

*Electrical and lighting manufacturer*



**PROJECT MANUAL**

**REQUEST FOR PROPOSALS – STREET LIGHTS**

***RIVER LANDING  
COMMUNITY DEVELOPMENT DISTRICT***

**October 16, 2020**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
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**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
Pasco County, Florida**

The River Landing Community Development District (“**District**”) hereby requests proposals (“**RFP**”) from firms to provide 188 solar street lighting packages (poles/fixtures/solar panels/embedded controls/photometrics) (“**Street Lights**”) for streets within the River Landing community. The District is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the River Landing community, which is located in Pasco County.

The District is requesting proposals from suppliers who are able to manufacture and deliver the Street Lights, which will be installed in phases. Proposers will be required to hold pricing through the course of the installation.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the project manual (“**Project Manual**”), an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in Pasco County and the State of Florida.

The Project Manual, consisting of the instructions to proposers, contract, proposal form, and other materials, will be available for public inspection and may be obtained via e-mail beginning **Friday, October 16, 2020 at 12:00 p.m.** from the District Engineer, Waldrop Engineering c/o Bryan Jackson, P.E. at [Bryan.Jackson@waldropengineering.com](mailto:Bryan.Jackson@waldropengineering.com). Proposers must request the Project Manual via e-mail and shall provide contact information in the e-mail. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have obtained a Project Manual.

Each firm desiring to submit a proposal for the Project must submit one original and eight (8) copies of the firm’s proposal no later than **Monday, October 26, 2020 at 12:00 p.m.** at the District Engineer’s office, Waldrop Engineering, 10401 Highland Manor Drive, Suite 220, Tampa, Florida 33610. Proposers shall also provide a PDF version of the proposal to the District Manager, JP Ward & Associates, LLC, 2900 NE 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334. The District’s Engineer will conduct a special public meeting at 12:00 p.m. on October 26, 2020 at the Engineer’s Office to open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190 of the Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Engineer, at the Engineer’s Office, or (813) 443-8282. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Engineer at (904) 642-8990. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

The proposals otherwise may be maintained on a confidential basis throughout the procurement process and to the extent permitted by Florida law. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “RESPONSE TO RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS – STREET LIGHTS.” The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred twenty (120) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$50,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

Any and all questions relative to this Request for Proposals or the Project shall be directed in writing by e-mail only to Bryan Jackson, P.E., at [Bryan.Jackson@waldropengineering.com](mailto:Bryan.Jackson@waldropengineering.com), with e-mail copies to James P. Ward, District Manager, [jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.com), and Jere Earlywine, District Counsel, at [jeree@hgslaw.com](mailto:jeree@hgslaw.com). No phone inquiries please.

James P. Ward  
District Manager  
River Landing Community Development District

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART I.B. GENERAL INFORMATION – INSTRUCTIONS TO PROPOSERS**

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS OF PICKUP OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$50,000, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, FLORIDA STATUTES, AND OTHER LAW. ADDITIONAL REQUIREMENTS FOR FILING A PROTEST CAN BE FOUND IN THE DISTRICT’S RULES OF PROCEDURE, WHICH ARE AVAILABLE UPON REQUEST.

*General Instructions*

**1. OVERVIEW.** The River Landing Community Development District (“**District**”) is seeking proposals (“**Proposal(s)**”) from firms (“**Proposer(s)**”) capable of providing 188 solar street lighting packages (poles/fixtures/solar panels/embedded controls/photometrics) (“**Street Lights**”) for streets within the River Landing community. The Street Lights shall comply with the specifications attached as **Exhibit A** to the Purchase Order included with this Project Manual, which includes a description of the Street Lights, the communication system for the Street Lights (which shall be included with the Proposal), and a map showing the proposed location of the Street Lights and identifying the number of each type of Street Light. The District is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community, which is located in Pasco County, Florida.

The Street Lights will be installed in phases and the District anticipates placing multiple orders for the Street Lights from a single supplier over the course of the installation. The Street Lights must be delivered in a timely manner. The District does not know the actual schedule for the installation of the Street Lights and is requiring that all pricing be held through December 31, 2024.

**2. DUE DATE.** Sealed Proposals must be received no later than **12:00 p.m., Monday, October 26, 2020** at the offices of Waldrop Engineering, 10401 Highland Manor Drive, Suite 220, Tampa, Florida 33610, attention Bryan Jackson, P.E. Proposals will be publicly opened at that time, provided however that, subject to such public opening and announcements, all Proposals may be kept confidential for a period of time to the extent permitted by Florida law.

**3. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

**4. INTERPRETATIONS AND ADDENDA; COMMUNICATION.** Any and all questions relative to this Request for Proposals or the Project shall be directed in writing by e-mail only to Bryan Jackson, at [Bryan.Jackson@waldropengineering.com](mailto:Bryan.Jackson@waldropengineering.com), with e-mail copies to James P. Ward, District Manager, [jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.com), and Jere Earlywine, District Counsel, at [jeree@hgslaw.com](mailto:jeree@hgslaw.com). No phone inquiries please. All questions must be received no later than **12:00 p.m. on Thursday, October 22, 2020** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers.

Except as set forth in this Section, Proposers should not communicate with any District Supervisor, staff member, or other representative during the submission and evaluation process. COMMUNICATION WITH ANY DISTRICT REPRESENTATIVE FOR ANY PURPOSE OTHER THAN THOSE EXPRESSLY DESCRIBED HEREIN MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

*Completing the Proposal*

**5. PROPOSAL FORM.** All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

**6. PROPOSAL REQUIREMENTS.** All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to delivery of the Street lights. Among other things, the narrative should include:
  - 1. A discussion of the Proposer's corporate history and experience with respect to selling Street Lights.
  - 2. Detailed information about how the Proposer will meet the specifications set forth in the Project Manual.
  - 3. Evidence regarding the quality of the Proposer's service, including references to other projects where Proposer has been used.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Experience & Capacity, Pricing, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal.

- C. Delivery information, detailing the process in which the Street Lights will be delivered.
- D. Proposed insurance and bonding levels, above and beyond the minimum proposed under the Purchase Order Agreement. Include Certificate of Insurance. If the Proposer is unable to meet the stated insurance limits, the Proposer must state accordingly and offer alternative limits. As noted herein, the District reserves the right to deduct points from Proposals that do not provide the stated insurance, or to reject such Proposals.
- E. Completed copies of all other forms / documents required under the Project Manual.

**7. QUALIFICATIONS OF THE PROPOSER.** The contract, if awarded, will only be awarded to a qualified and responsible Proposer.

**8. INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**9. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**10. SUBMISSION OF PROPOSALS.** Submit one original and eight (8) copies of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS – STREET LIGHTS."

**11. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**12. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL.** Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional

information from any of the Proposers at any time. No proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

**13. ACKNOWLEDGMENTS.** The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.

*Contract Award & Protests*

**14. EVALUATION OF PROPOSALS.** Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

The District's Board may elect to appoint itself to evaluate the Proposals, with advice from the Project Engineer and District Staff. The District's Board Supervisors shall review and evaluate the proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Alternatively, the District's Board may appoint a committee to evaluate the Proposals, in which case any final ranking and evaluation would still be subject to Board approval.

**15. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Street Lights be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple purchase order notices, which notices may include, in the District's sole and absolute discretion, any portion of the Street Lights. Such option, if exercised, shall in no way impact the pricing of the Street Lights, nor constitute a delay. Moreover, any portion of the Street Lights that the District does not direct for delivery in one or more notices may be, in the District's sole discretion, removed from the scope of the contract and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

**16. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in the form included in the Project Manual.



**17. CONTRACT TERMINATION.** The District reserves the right to terminate the Contract with or without cause, in accordance with the terms and conditions of the Contract.

**18. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

**19. PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. *See* s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular submittal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

**20. MANDATORY AND PERMISSIVE REQUIREMENTS.** The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Pasco County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

**21. PROTESTS.** Any protest regarding the Project Manual, including but not limited to the evaluation criteria, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Manager's Office, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District and in the amount of \$50,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest

bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**22. SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule:

<b>DATE</b>	<b>EVENT</b>
Sunday, October 18 , 2020	Notice of RFP Published & Posted / Staff to Notify Potential Proposers
Monday, October 19, 2020	RFP Available for Pick-Up
Thursday October 22, 2020	Deadline for Questions
Monday, October 26, 2020	Proposals Due / Public Opening

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART I.C. GENERAL INFORMATION – EVALUATION CRITERIA**

**PRELIMINARY REQUIREMENTS (Pass / Fail)**

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida.

**SCHEDULE (10 Possible Points)**

The Proposer is able to meet the schedule of delivering the Street lights within thirty (30) days written request from the District. (Points will be given for quickest schedule and number of units able to be delivered.)

**EXPERIENCE (35 Points Possible)**

This category addresses experience and ability of key personnel; etc.

**FINANCIAL CAPACITY (10 Points Possible)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

**PRICE (45 Points Possible)**

This category addresses overall pricing for the street lights. This category will be computed mathematically with the lowest cost Proposal receiving 50 points, and all others receiving a proportion of such maximum points.

**100 Total Points Possible**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.A. PROPOSAL FORM – GENERAL INFORMATION**

**1. *Proposer General Information***

Proposer Name AMPRO, Inc.

Street Address 7818 Professional Place

P. O. Box (if any) \_\_\_\_\_

City Tampa State Florida Zip Code 33637

Telephone 877-267-7644 Fax no. 813-980-0321

Internet Address www.amproteam.com

1st Contact Name Ben Holzer Title Business Development

Contact Telephone 813-205-2939 E-Mail Address ben@amproteam.com

2nd Contact Name Brett Ross Title General Manager

Contact Telephone 813-720-3722 E-Mail Address brett@amproteam.com

Parent Company Name (if any) N/A

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

**(Attach a chart showing ownership structure of Proposer.)**

2. **List the location of Proposer's office that would oversee the work.**

Street Address 7818 Professional Place

P.O. Box (if any) \_\_\_\_\_

City Tampa State Florida Zip Code 33637

Telephone 877-267-7644 Fax No. 813-980-0321

1<sup>st</sup> Contact Name Ben Holzer Title Business Development

2<sup>nd</sup> Contact Name Brett Ross Title General Manager

3. **List the location of facility that would store the Street Lights.**

Street Address 7818 Professional Place

P.O. Box (if any) \_\_\_\_\_

City Tampa State Florida Zip Code 33637

Telephone 877-267-7644 Fax No. 813-980-0321

1<sup>st</sup> Contact Name Ben Holzer Title Business Development

2<sup>nd</sup> Contact Name Brett Ross Title General Manager

4. **Company Standing**

Proposer's form of entity: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida

Date 6/1/2008 Charter Number (if applicable) \_\_\_\_\_

Is the Proposer in good standing with that State? Yes X No \_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Pasco County and the State of Florida?

Yes  No

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Licensure**

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Pasco County:

Electrical Contractor - General  
Electrical Contractor - Specialty Lighting  
Electrical Contractor - Specialty Sign  
\_\_\_\_\_

For each registration or license, provide the following information:

Type of registration or license  
See all licenses attached for AMPRO that are current  
\_\_\_\_\_

License No. attached Expiration Date attached

Qualifying Individual attached Title attached

List company(ies) currently qualified under this license attached  
\_\_\_\_\_

Is the registration or license in good standing? Yes  No

If no, please explain \_\_\_\_\_  
\_\_\_\_\_

**(Attach photocopies of each listed license or registration, and additional sheets as necessary.)**





Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD**

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIGHTING MAINTENANCE SPECIALIST

**MURRAY, FRANCIS LEO IV**

AMPRO, INC.  
7818 PROFESSIONAL PLACE  
TAMPA FL 33637

**LICENSE NUMBER: ES12000241**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MERCED, ERIC**

AMPRO, INC.  
7818 PROFESSIONAL PLACE  
TAMPA FL 33637

**LICENSE NUMBER: EC13002360**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD**

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST

**MURRAY, FRANCIS LEO IV**

AMPRO, INC.  
7818 PROFESSIONAL PLACE  
TAMPA FL 33637

**LICENSE NUMBER: ES12000680**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
 REQUEST FOR PROPOSALS – STREET LIGHTS  
 PART II.B. PROPOSAL FORM – EXPERIENCE  
 OFFICERS AND KEY PERSONNEL  
 (Attach additional sheets if necessary)**

Company Name AMPRO, Inc. Date 10/20/20  
 Provide the following information for Officers and Key Personnel of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Francis Murray IV	President	Owner	Tampa, FL
John Mazzola	Operations Manager	Installation/Management	St. Petersburg, FL
Brett Ross	General Manager	Management of all staff	Tampa, FL
Ben Holzer	Business Development	Sales	Boca Raton, FL
Agnieszka Murray	Vice President	Financial	Tampa, FL
<b>FOR PARENT COMPANY (if applicable)</b>			

1. *Describe at least FIVE projects where the Proposer's Street Lights have been used in a project similar to the River Landing community. For each project, provide the following information (attach additional sheets to complete).*

**\*\*ATTACHED BELOW\*\***



Project Name/Location: Sebastian Pickleball Court  
Reference Contact: Brian Benton, CPRP  
Leisure Services Director  
Contact Phone/Email: 772-228-7057  
bbenton@cityofsebastian.org  
Dollar amount of Contract: \$104,000.00  
Describe the Project: New Electrical Construction of Pickle Ball court lighting  
When were the lights installed: 08/20202

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Project Name/Location: Winter Garden Village LED upgrade  
Reference Contact: KERRI A. RYAN, LEED GA  
Regional Property Manager II  
Contact Phone/Email: 407-477-4892  
kryan@ddr.com  
Dollar amount of Contract: \$53,635  
Describe the Project: Installation of 210 new LED Pole light & 850 Decorative sconce fixtures  
When were the lights installed: 05/2019

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Project Name/Location: Brookfield Malls – Pembroke Pines interior LED Upgrade  
Reference Contact: Michael Meyman  
Sr. Operations Manager | Pembroke Lakes Mall  
Contact Phone/Email: 954.436.3311  
michael.meyman@brookfieldpropertiesretail.com  
Dollar amount of Contract: \$80,225.00  
Describe the Project: Total interior LED Upgrade throughout mall  
When were the lights installed: 01/2020

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Project Name/Location: Orlando Premium Outlet Mall LED Upgrade  
Reference Contact: Steve Davenport  
Area Operations Director  
Contact Phone/Email: 407.352.9611 EXT. 101  
sdavenport@simon.com  
Dollar amount of Contract: \$154,895.00  
Describe the Project: Total Interior/Exterior LED Upgrade throughout mall  
When were the lights installed: 07/2019

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Project Name/Location: Cypress Pointe Plaza LED Upgrade  
Reference Contact: Dori Anderson  
General Manager  
Contact Phone/Email: 248-592-6826  
Danderson@rptrealty.com  
Dollar amount of Contract: \$213,270.00  
Describe the Project: New Concrete Parking Lot Pole & LED fixture installation  
When were the lights installed: 01/2015

2. ***Has the Proposer previously supplied Proposer's Street Lights for a community development district or other governmental entity? Yes (X) No ( ) If yes, please provide the following information for the various projects (attach additional sheets if necessary):***

Project Name/Location: Fish Hawk Ranch

Reference Contact: Brenda Annett

Contact Phone/E-Mail: 813-662-0837

Dollar Amount of Contract: \$27,825.15

Scope of Services for Project: Upgraded street lighting to LED

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When were the Street Lights installed? Lithia, FL

3. ***Within the past 5 years, has the Proposer ever failed to timely deliver an order, failed to complete a contract, or had any contracts terminated before all deliveries were completed? Yes ( ) No (X) For each such incident, please provide the following information (attach additional sheets as needed):***

Reference Contact: N/A

Contact Phone/E-Mail: N/A

Dollar Amount of Contract: N/A

Scope of Services for Project: N/A

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Start Date: N/A

Reason: N/A

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**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
II.B. & C. PROPOSAL FORM – EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND**

*1. What contracts does the Proposer currently have on hand, and what contracts are expected through December 2022?*

<b>Project Name</b>	<b>Location</b>	<b>Street Lights to Be Produced</b>	<b>Contracted Delivery Dates</b>	<b>Total Value of Contract</b>
PS Business Parks	Miami, FL	422	12/31/2020	\$98,435.00
EastGroup Properties	Multi-Site (South Florida)	537	12/31/2020	\$158,863.00
West Boca Medical	Boca Raton, FL	122	11/15/2020	\$18,000.00
Village Walk Association	Naples, FL	92	1/15/2021	\$27,535.00
Wesley Chapel Honda	Wesley Chapel, FL	83	1/20/2021	\$15,600.00
Wesley Chapel Toyota	Wesley Chapel, FL	80	1/20/2021	\$13,160.00
West Boynton Park	Boynton Beach, FL	84	2/1/2021	\$67,713.00
Ocean Inlet	Boynton Beach, FL	38	2/1/2021	\$54,609.00





**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.C. PROPOSAL FORM – FINANCIAL CAPACITY**

1. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2019	\$8,000,000	50-100	\$1,308,000.00
2018	\$8,000,000	50-100	\$248,000.00
2017	\$7,500,000	50-100	\$199,000.00
2016	\$7,200,000	50-100	\$375,000.00
2015	\$7,000,000	50-100	\$212,000.00

2. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No (X) If yes, provide the following:*

Identify the Case # and Tribunal: N/A

Describe the Nature of the Action: N/A

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Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

N/A

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3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No (X) If yes, please explain:*

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4. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No (X) If yes, please explain:*

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5. *What are the Proposer's proposed insurance limits for the Project?*

Workers' Compensation

- a. State Worker's Compensation – Greater of statutorily required amount or \$ Attached per occurrence / \$ Attached aggregate / \$ Attached per disease
- b. Employer's Liability – \$ Attached

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$ Attached
- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ Attached
- c. Products-Completed Operations – \$ Attached
- d. Personal and Advertising Injury – \$ Attached

Automobile Liability:

- a. Bodily Injury:
  - Each Person \$ Attached
  - Each Accident \$ Attached
- b. Property Damage:





**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.D. PROPOSAL FORM – PRICING**

Price for Proposer’s Street lights is: Please specify a price for each type of equipment/product that makes up the Street Lights

All pricing includes all costs of freight, insurance, etc., with risk of loss transferring upon delivery and acceptance at the job-site in Pasco County, Florida. Pricing shall be held current through completion of installation or December 31, 2024, whichever is earlier.

\*PROPOSAL ATTACHED WITH PRICING\*

**PART II.E. PROPOSAL FORM – SCHEDULE**

Proposer can produce (or cause to be produced) and deliver (or cause to be delivered) to the job-site in Pasco County, Florida at least <sup>Quantities determined by phase (sequentially), 188 Total</sup> (i.e., no fewer than \_\_\_\_\_) street lights within \_\_\_\_\_ (i.e., no more than thirty (30)) calendar days of written request.

100 from production,  
10 days if stored at AMPRO (post-production)

\*PROPOSAL ATTACHED WITH SCHEDULE\*

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
PART II.F. PROPOSAL FORM – LEGAL CONCERNS**

1. *List and describe any and all litigation, arbitration or claims filed against the Proposer or its principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer’s role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)*

Identify the Case # and Tribunal: N/A

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

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2. *List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer’s role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)*

Identify the Case # and Tribunal: N/A

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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3. *Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No (X) If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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4. *Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ( ) No (X)*

If yes, please describe each violation fine, and resolution \_\_\_\_\_

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What is the Proposer's current worker compensation rating? EMR = .91

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ( ) No (X)



If yes, please describe the incident: \_\_\_\_\_

\_\_\_\_\_

5. ***Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes ( ) No (X)***

If so, state the name(s) of the compan(ies) \_\_\_\_\_

\_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to River Landing Community Development District  
(print name of the public entity)

by F. LED MURRAY IV PRESIDENT  
(print individual's name and title)

for AMPRO, INC.  
(print name of entity submitting sworn statement)

whose business address is

7818 PROFESSIONAL PLACE  
TAMPA, FL 336037

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5094429

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)

2. I understand that a “public entity crime” as defined in Paragraph 287.133, Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers

directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

RM Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

— The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

— The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this 23 day of OCTOBER, 2020.

(Corporate Seal, if applicable)

AMPRO INC.  
(Name of Proposer)

[Signature]

By: F.L. MURRAY IV

Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF HUSBOROUGH

The foregoing instrument was sworn and subscribed before me this 23<sup>RD</sup> day of October, 2020, by Francis Leo Murray of AMPRO, INC., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

[Signature]  
Notary Public, State of Florida  
Print Name: Sandra Martinez  
Commission No.: GG 89891  
My Commission Expires: 5-6-2021

**SANDRA MARTINEZ**  
Notary Public, State of Florida  
My Comm. Expires May 06, 2021  
No. GG 89891

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS**

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES  
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

1. This sworn statement is submitted to River Landing Community Development District

by F.L. MURRAY IV PRESIDENT  
(print individual's name and title)

for AMPRO, INC.  
(print name of entity submitting sworn statement)

whose business address is

7818 PROFESSIONAL PLAZA TAMPA FL 33637

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the River Landing Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the contract, the entity will immediately notify the River Landing Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this 23 day of OCTOBER, 2020.

(Corporate Seal, if applicable)

AMPRO, INC.  
(Name of Proposer)

F. L. MURPHY III

By: F. L. MURPHY III

Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF HUSBANDT

The foregoing instrument was sworn and subscribed before me this 23<sup>RD</sup> day of OCTOBER, 2020, by Francis Lee Murphy III of AMPRO, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [] or did not [] take the oath.

Sandra Martinez  
Notary Public, State of Florida  
Print Name: Sandra Martinez  
Commission No.: GG 89891  
My Commission Expires: 5.6.2021

**SANDRA MARTINEZ**  
Notary Public, State of Florida  
My Comm. Expires May 06, 2021  
No. GG 89891



**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS – STREET LIGHTS  
AFFIDAVIT REGARDING PROPOSAL**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, appeared the affiant, FL MURRAY, and having taken an oath, affiant, based on personal knowledge, deposes and states:

*Authorization*

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of PRESIDENT for AMPLO, INC. (“Proposer”) and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the River Landing Community Development District Request for Proposals for Street lights. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

*Receipt of Documents*

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____



*Pricing & Non-Collusion*

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

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*Agreements Regarding Records and Project Manual*

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the River Landing Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

**PURCHASE ORDER AGREEMENT ("ORDER AGREEMENT")**

"Owner"		"Seller"	
Owner:	River Landing Community Development District	Seller:	AMPRO, Inc.
Address:	2900 Northeast 12 <sup>th</sup> Terrace, Suite 1 Oakland Park, Florida Attention: James P. Ward	Address:	7818 Professional Place Tampa, FL 33637
Phone:	(954) 658-4900	Phone:	877-267-7644
Fax:		Fax:	813-980-0321

"Project"			
Project Name:	Order of Street lights for River Landing Community	Contract Date:	10/26/20
Project Address:	River Landing Community Development District, Pasco County, Florida		

**DESCRIPTION OF GOODS OR SERVICES** – The Owner and Seller are entering into this Order Agreement for the purpose of the Owner purchasing, on one or multiple occasions, street lights known as \_\_\_\_\_ ("**Goods**"), which meet the specifications attached hereto as **Exhibit A**, which are of merchantable quality, and which are fit for use as street lights in a residential community.

**SCHEDULE** – Street lights shall be produced and delivered within      days of written request by Owner. Pricing shall be held current through completion of the street lighting project or December 31, 2024, whichever is earlier.

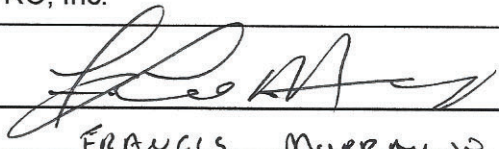
100 from production,  
10 days if stored at AMPRO (post-production)

**PRICE** – The Goods shall be priced as follows: \$1,190,000.00 (see details on proposal attached)

**DISTRICT TAX EXEMPT CERT. #** \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Order Agreement effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order Agreement, including the Specifications, Terms and Conditions and other exhibits attached hereto, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**River Landing CDD**  
 \_\_\_\_\_  
 Owner  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

**AMPRO, Inc.**  
 \_\_\_\_\_  
 Seller  
 By:   
 Name: FRANCIS MURRAY  
 Title: PRESIDENT  
 Date Executed: 10/26/20

- EXHIBIT A:** Specifications
- EXHIBIT B:** Terms and Conditions
- EXHIBIT C:** Insurance Certificate

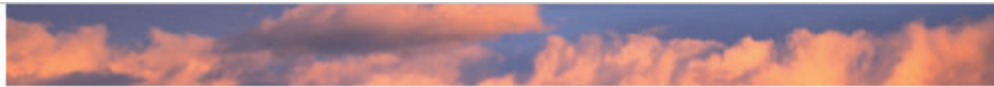
## EXHIBIT A SPECIFICATIONS

### **Project: RIVER LANDING SOLAR LIGHTING**

Contents - July 22, 2020

Type	Factory	Description
A4	FONROCHE LIGHTIN	[RFS 72W32LED24V-4K-T4-72]-[P305F-4P]-HW-MC
A4	FONROCHE LIGHTIN	RTA-146-D-6-BD-1S4A-BK
A4-2	FONROCHE LIGHTIN	2[RFS-35W16LED-4K-T4-38]-[P305F-4P]-HW -MC
A4-2	FONROCHE LIGHTIN	RTA-146-D-6-BD-2S4A-BK
B2	FONROCHE LIGHTIN	[RFS 72W32LED24V-4K-TR2M-72]-[P305F-4P]-HW- MC
B2	FONROCHE LIGHTIN	RTA-146-D-6-BD-1S4A-BK
B2-2	FONROCHE LIGHTIN	2[RFS-35W16LED-4K-TR2M-38]-[P305F-4P]- HW-MC
B2-2	FONROCHE LIGHTIN	RTA-146-D-6-BD-2S4A-BK





# FONROCHE connect

Embedded communication system  
for solar streetlights

Specially developed by Fonroche



FONROCHE LIGHTING has leveraged its development and innovation capabilities to design a remote communication tool specially tailored to our solar lighting technology.

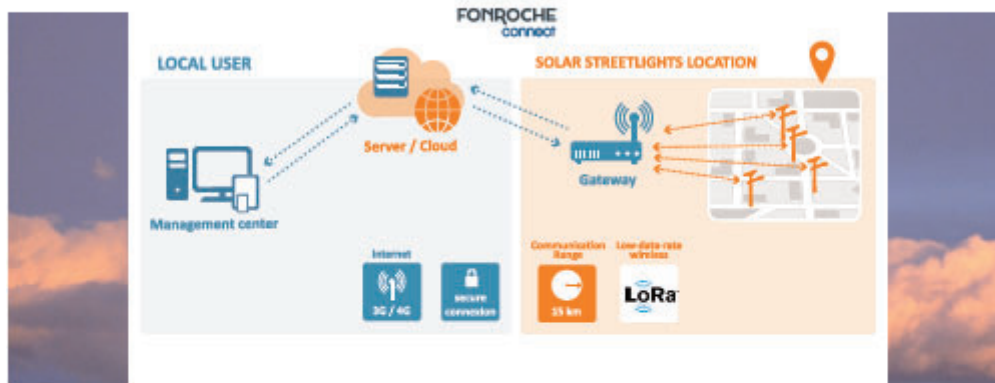
Fonroche Connect uses LoRa™ low-data-rate LongRange wireless technology for remote monitoring of entire sets of Fonroche Lighting solar streetlights.

## Key benefits

- Very long communication range per gateway (circa 15kms).
- Ultra low power consumption (< 0.04W).
- **Monitors and tracks** all physical parameters of each individual solar streetlight system for remote diagnostics and preventive actions.
- **Remote monitoring and control**
- Uses LoRa™ **de facto technology standard** for wireless IoT communication
- **Highly robust communication** due to a protocol with multiple redundancies on physical and logical layer
- Platform independent web based user application (Windows, Android, iOS....)

**SolarOne**  
A FONROCHE LIGHTING BRAND

## Remote management and monitoring of solar streetlights



### Remote diagnostic

Remote diagnostics with access to all physical data from the full lifetime of each product :

- Geo-localization of each product.
- Lighting level.
- Energy saving.
- Immediate fault detection with remote status of each streetlight.

### Long range management

- Switch light on and off on demand.
- Control single streetlights, groups or whole projects.
- Change light settings remotely.

**FONROCHE**  
connect

**SolarOne**  
A FONROCHE LIGHTING BRAND

Fonroche Lighting America  
220 Reservoir St. Suite 19  
Needham, MA 01754  
Info@SolarOne.net

[www.SolarOne.net](http://www.SolarOne.net)



**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above is intended to be all-inclusive, and includes the cost of all Goods, insurance, warranties, taxes, freight, and all other costs necessary to produce and deliver the Goods.
2. **SCHEDULE.** Owner shall periodically direct Seller to produce (or cause to be produced) and deliver (or cause to be delivered) a certain amount of Goods. Time is of the essence with respect to each shipment placed under this Order Agreement, and all Goods shall be produced and delivered within the times set forth in the Schedule (i.e., within 30 days of a written request by Owner). Owner may cancel this Order Agreement, in its sole discretion, or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order Agreement, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to Owner's Project site, as specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **LIQUIDATED DAMAGES.** Owner and Seller recognize that time is of the essence and that Owner will suffer financial and other losses if the Goods are not timely delivered within the times set forth in the Schedule above, plus any extensions thereof allowed by further written agreement of the parties. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Goods are not timely delivered. Accordingly, instead of requiring any such proof, Owner and Seller agree that, as liquidated damages for delay (but not as a penalty), Seller shall pay Owner **\$5,000** for each day that expires after the time in which a particular order for Goods is due to be delivered to Owner. The parties agree that an assessment of actual damages as of the date of this Order Agreement would be uncertain, and the liquidated damages amounts set forth herein are reasonable.
5. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order Agreement. Owner shall make payment within 45 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes (2020). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
6. **WARRANTY.** Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, Seller warrants that the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the Master Project, and shall conform to the specifications set forth in **Exhibit A**. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranties provided herein shall survive any delivery, inspection, acceptance or payment, and are in addition to any warranties provided by law.
7. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
8. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF SELLER UNDER THE ORDER AGREEMENT OR OTHERWISE, SELLER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER, WALDROP ENGINEERING, TAYLOR MORRISON OF FLORIDA, INC., AND THEIR RESPECTIVE MEMBERS,



PARENTS, PARTNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPERVISORS, STAFF, CONSULTANTS, AGENTS, SUBCONTRACTORS AND EMPLOYEES OF EACH AND ANY OF ALL OF THE FOREGOING ENTITIES AND INDIVIDUALS (TOGETHER, "INDEMNITEES") FROM ALL LIABILITIES, DAMAGES, LOSSES AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL MISCONDUCT OF THE SELLER, OR ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, AND ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS ORDER AGREEMENT. THE SELLER SHALL ENSURE THAT ANY AND ALL SUBCONTRACTORS INCLUDE THIS EXPRESS PROVISION FOR THE BENEFIT OF THE INDEMNITEES. TO THE EXTENT REQUIRED BY FLORIDA LAW TO MAKE THIS PARAGRAPH ENFORCEABLE (AND OTHERWISE THIS SENTENCE DOES NOT APPLY), SUCH INDEMNIFICATION, HOLD HARMLESS AND DEFENSE OBLIGATION PROVIDED FOR HEREIN SHALL NOT EXCEED \$5,000,000.00, THE AMOUNT OF WHICH BEARS A REASONABLE COMMERCIAL RELATIONSHIP TO THE CONTRACT AND WAS PART OF THE PROJECT SPECIFICATIONS OR BID DOCUMENTS. IN THE EVENT THAT THIS PARAGRAPH IS DETERMINED TO BE UNENFORCEABLE, THIS PARAGRAPH SHALL BE REFORMED TO GIVE THE PARAGRAPH THE MAXIMUM EFFECT ALLOWED BY FLORIDA LAW AND FOR THE BENEFIT OF THE INDEMNITEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE COMPLETION OR EARLIER TERMINATION OF THIS ORDER AGREEMENT.

9. INSURANCE. At all times during the term of this Order Agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Workers' Compensation – Statutory Amount
  - b. Commercial General Liability Insurance:
    1. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$2,000,000
    2. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$2,000,000
    3. Products-Completed Operations – \$2,000,000
    4. Personal and Advertising Injury – \$2,000,000
  - c. Automobile Liability
    1. Bodily Injury:
 

Each Person	<u>\$1,000,000</u>
Each Accident	<u>\$1,000,000</u>
    2. Property Damage:
 

Each Occurrence	<u>\$1,000,000</u>
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  - d. Manufacturing Errors & Omissions \$1,000,000
  - e. Umbrella Insurance (above the insurance limits listed above)
    1. General Aggregate \$5,000,000
    2. Each Occurrence \$5,000,000

The policies required in subparagraphs (b), (c), and (e) above shall name as additional insureds the following: Owner, Waldrop Engineering, Taylor Morrison of Florida, Inc., and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees. Upon execution of this Order Agreement and 15 days prior to the renewal of any of the required insurance, Seller shall furnish Owner with certificates of insurance, and endorsements, evidencing that all insurance required hereunder is in full force and effect, if requested by Owner. All required insurance shall provide 30 days advance written notice to Owner of any cancellation or reduction in coverage.

10. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order Agreement without penalty or liability by written notice to Seller. Seller shall be liable to Owner for all expenses incurred by Owner in finishing any portion of the Services not completed due to such termination. Seller's obligations under this Section shall survive any termination of this Order Agreement.
11. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

12. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order Agreement shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
13. **MODIFICATIONS.** This Order Agreement supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order Agreement shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
14. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order Agreement shall be governed by the laws of the State of Florida, in force at the date of this Order Agreement. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
15. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the Project free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
16. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order Agreement and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
17. **PARTIAL INVALIDITY.** If in any instance any provision of this Order Agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
18. **ASSIGNMENT AND SUBCONTRACTING.** This Order Agreement shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order Agreement without the prior written consent of Owner. Owner may assign this Order Agreement to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Order Agreement.
19. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
20. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on the Purchase Order Agreement.
21. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
22. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this Order Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
23. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order Agreement for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets. Owner shall have no liability for any lost profits or other consequential damages of any kind resulting from any termination of this Agreement.
24. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto are public records and subject to the provisions of Chapter 119, Florida Statutes.

25. AGREEMENT. These Terms and Conditions, together with the Purchase Order Agreement, Specifications, Manufacturer's Warranty, and Insurance Certificate constitute the entire agreement among the parties. None of Seller's or manufacturer's terms and conditions or any other document issued by Seller or manufacturer are part of this Order Agreement.
26. SEVERABILITY. If any term or provision of this Order Agreement is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

**EXHIBIT C**  
**INSURANCE CERTIFICATE**

**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
RIVER LANDING COMMUNITY DEVELOPMENT  
DISTRICT AND TAYLOR MORRISON OF FLORIDA, INC. FOR STREET LIGHTS**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 18 day of November 2020, by and between:

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, with a mailing address of 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334 (the “District”), and

**Taylor Morrison of Florida, Inc.**, a Florida corporation, the primary owner and developer of lands within the boundary of the District, and whose address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619 (“Developer”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District; and

**WHEREAS**, the District desires to acquire and install certain street lights for the residential community within the District pursuant that that certain (insert title of street light purchase agreement) and that certain (insert title of street light installation agreement) (together the “Street Light Project”); and

**WHEREAS**, the District does not presently have sufficient funds to pay for the Street Light Project; and

**WHEREAS**, in lieu of levying and collecting assessments against the Developer’s property to pay for the Street Light Project, the Developer has agreed to provide funding to the District to pay for the Street Light Project pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.
- 2. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the Street Light Project. Developer will make such funds available

on a monthly basis, within fifteen (15) days of a written request by the District. The District shall have no obligation to repay the Developer for the funds provided under this Agreement.

**3. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**8. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**14. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**WHEREFORE,** the parties below execute this Agreement to be effective as of the 18<sup>th</sup> day of November, 2020.

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Robert Lee  
Its: Chairman

**TAYLOR MORRISON OF FLORIDA, INC.**

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



**RESOLUTION 2021-3**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FORM OF STREETLIGHT INSTALLATION AGREEMENT AND GRANTING THE DISTRICT MANAGER THE AUTHORITY TO SELECT A CONTRACTOR TO PERFORM THE STREETLIGHT INSTALLATION AND EXECUTE THE AGREEMENT; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The River Landing Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Collier County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain public infrastructure improvements; and

**WHEREAS**, the District desires to enter into an agreement (the “Agreement”), in substantially the form attached hereto as **Exhibit A**, for the installation of streetlights; and

**WHEREAS**, to facilitate and expedite the streetlight installation process, the District desires approve the form of the Agreement and authorize the District Manager to select a contractor to perform the streetlight installation and execute the Agreement (“Agreement Authority”); and

**WHEREAS**, the Board of Supervisors finds that approving the Agreement and granting the Agreement Authority to the District Manager is in the best interests of the District so that the streetlight installation may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. APPROVAL OF FORM OF AGREEMENT.** The form of the Agreement attached hereto as Exhibit A is hereby approved.

**SECTION 2. DELEGATION OF AUTHORITY.** The District Manager is hereby authorized to select a contractor to perform the streetlight installation and execute the Agreement. Such authority shall be subject to the cost of the streetlight installation services not exceeding \$\_\_\_\_\_.

**SECTION 3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November, 2020.

**ATTEST:**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary/Assistant Secretary

\_\_\_\_\_  
Robert Lee, Chairman, Board of Supervisors

**Exhibit A – Form of Agreement**

**Exhibit A**

**AGREEMENT BETWEEN RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT AND  
\_\_\_\_\_ FOR STREET LIGHT INSTALLATION**

**THIS AGREEMENT** (the "Agreement") is made and entered into this 18<sup>th</sup> day of November, 2020, by and between:

**River Landing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334 ("**District**"); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_  
(the "Contractor").

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District was established pursuant to the Act for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including street lighting improvements; and

**WHEREAS**, the District desires to retain an independent contractor to provide street light installation services within the District, as described herein and in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

**WHEREAS**, the Contractor represents that it is capable of providing the Services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the installation of certain street light improvements, including related site preparation, as described herein and in the attached **Exhibit A**.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E.** The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

**SECTION 3. DATE OF COMPLETION.** Contractor shall complete the installation services within \_\_\_\_\_ (\_\_\_\_\_) calendar days of the execution of this Agreement, provided however that such completion date may be adjusted to address any delays caused by the District. Contractor shall be allowed additional days for adverse weather days. “Adverse Weather” is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (1) precipitation (rain, snow, or ice) in excess of one-half inch (0.50”) liquid measure (“standard baseline”); or (2) sustained wind in excess of twenty-five (25) m.p.h. Contractor must document such Adverse Weather and notify the District promptly of its occurrence.

**SECTION 4. COMPENSATION; TERM.**

- A.** As compensation for completion of the Services described in this Agreement, the District agrees to pay the Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Such amount includes all items, materials and labor necessary for the completion of the Services.
- B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail in Section 5 herein.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness.

Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 5. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service is a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event that the unit price for the additional services is not set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 6. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of twelve (12) months after acceptance by the District or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent,

trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 7. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If

the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 12. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen,

and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 17. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

**SECTION 19. INDEMNIFICATION.**

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 20. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 21. EFFECTIVE DATE.** This Agreement shall be effective upon the execution of the Agreement by each of the parties hereto and shall remain in effect until the completion of the Services, unless terminated earlier in accordance with the terms of this Agreement.

**SECTION 22. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the



Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 23. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 24. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, GAARLANDTJ@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 27. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

**WHEREFORE,** the parties below execute this Agreement to be effective as of the 18<sup>th</sup> day of November, 2020.

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Robert Lee

Its: Chairman

**TAYLOR MORRISON OF FLORIDA, INC.**

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

Title: \_\_\_\_\_

**Exhibit A:**      Scope of Services