

RESOLUTION NO. 24-03-18

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-02 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK SOLAR STREET LIGHT FIXTURES REPLACEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") strives to enhance the quality of life for residents and visitors by providing safe and attractive recreation areas and locations for sports activities, family gatherings and community events; and

WHEREAS, Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Park system, offering sports, recreation, and aquatic programs, special events, recreational facilities, amphitheater, beach, and pathways. Also located within Founders Park are the Parks and Recreation and Public Works offices, the Village Administrative and Safety Headquarters, Founders Park Community Center and Council Chambers, and Plantation Yacht Harbor Marina.

WHEREAS, although Founders Park closes at sunset, the Park hosts many evening programs, events and meetings which require adequate street lighting for public safety and security; and

WHEREAS, Founders Park has 77 solar streetlights located throughout the property including the Administrative Center parking lot that were installed utilizing federal funding; and

WHEREAS, currently, most of these light fixtures are inoperable, antiquated, and the existing solar street light components on each pole need to be removed and replaced; and

WHEREAS, a structural inspection conducted by a professional engineering firm in November 2023 confirmed each light pole to be structurally sound and engineer certified to support the retrofitting of new solar fixtures compliant with Village, County, and Florida Codes; and

WHEREAS, on January 12, 2024, the Village issued Request for Proposals (RFP) 24-02 to solicit proposals from qualified firms to complete the Founders Park Solar Street Light Fixtures Replacement Project (the "Project"); and

WHEREAS, an Evaluation Committee (the "Committee") was established to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the eight (8) proposals received using the selection criteria detailed in RFP 24-02 and recommends selection of the highest-ranked proposal from Transportation Solutions & Lighting, Inc. for the Project for an amount not to exceed Three Hundred Ninety-Two Thousand Four Hundred Twenty Three and 00/100 Dollars (\$392,423.00) to complete the Project; and

WHEREAS, the Village Council finds that approval and selection of Transportation Solutions & Lighting and entering into an Agreement for the Project is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approval of Selection. The Village Council hereby approves the selection of Transportation Solutions & Lighting, Inc. to complete the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Transportation Solutions & Lighting, Inc. substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed Three Hundred Ninety-Two Thousand Four Hundred Twenty Three and 00/100 Dollars (\$392,423.00).

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Transportation Solutions & Lighting, Inc. on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Approval of Budget Amendment. The Village Council approves a budget amendment in the Capital Project Fund for \$43,000.00 for the project account.

Section 6. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by M. Gregg, seconded by E. Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED THIS 12th DAY OF MARCH, 2024.

DocuSigned by:

Joseph B. Pinder III

FRER3A88B0794EE

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008B0A08E7704D6

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:

John J. Quick

062BFAA7F0BB417

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 3rd day of April , 2024, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

TRANSPORTATION SOLUTIONS & LIGHTING, INC.

a Corporation authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide the materials and services to replace the existing solar street light fixtures for seventy-seven (77) existing light poles at Founders Park for its Solar Street Light Fixtures Replacement Project in a timely and responsive timeframe (the "Project").

Section 1.02 On January 12, 2024, the VILLAGE issued Request for Proposals No. 24-02 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On February 20, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On March 12, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-03-18, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and

CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Three Hundred Ninety-Two Thousand Four Hundred Twenty Three and 00/100 Dollars (\$392,423.00)**.

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions

of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Bradford Berner, Vice President of Sales Transportation Solutions & Lighting, Inc. 980 North Federal Highway, Suite 110 Boca Raton, FL 33432 sales@tsandl.us

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[ANY CONTRACT DOCUMENTS FROM RFP SHALL BE INSERTED IN AGREEMENT]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Rob Cole
Rob Cole, Village Manager

AUTHENTICATION:

Marne K. McGrath
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick
John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:



Print Name: Cecile Nguyen

By:



Print Name: Bradford Berner

Title: VP Sales

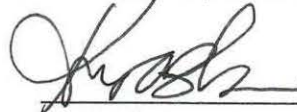
Date: 4.1.2024

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2024 (year) by Bradford Berner (name of person making the statement) as VP Sales (title) of Transportation Solutions & Lighting (company name), who ☒ is personally known to me or ☐ has provided Florida Driver's License as identification.



NOTARY PUBLIC

My Commission Expires:

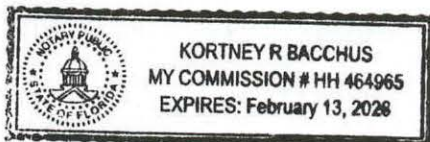


Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL



February 10th, 2024

Islamorada, Village of Islands
Attention: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Request for Proposal – Founders Park Solar Street Light Fixtures Replacement Project - RFP 24-02

Dear Village Clerk:

Please accept our proposal for the replacement of the solar street light fixtures on existing light poles throughout the world-famous Founders Park located in the heart of the Village of Islamorada.

As an introduction to our company, Transportation Solutions & Lighting, Inc. (TS&L) has been in business for over 10 years and was founded on the premise of supplying and installing the most advanced and highest-performing solar street lights in our industry. Over the last 10 years, we have grown into a powerhouse of suppliers and integrators for street and commercial lighting in the southeastern marketplace. Being an Acuity (largest lighting manufacturer in the world) Lighting key partner, our business and experience have grown and are unmatched in the marketplace. We love what we do, it is our passion, and no one is more experienced and knowledgeable in our field. Recently, we completed the lighting design and installation for your wonderful Village over in the art district just last year (attached reference).

TS&L is a service-oriented, family-owned business with over 25 years of experience and is proudly a Florida registered and certified Minority Women Business Enterprise (MWBE), SBE, CBE, and a proud DBE business enterprise.

We commit to leading our industry in the installation and integration of solar streetlights, and we are incredibly excited about this opportunity to partner with your outstanding organization on this upcoming project.

Enclosed is a complete submission that covers and addresses all your requests in your RFP. We have chosen to use Engo Planet's product in your bid specification. They are by far the best in our industry in terms of quality, reliability, and performance, and they are the only product that can meet the rigorous 180 mph wind loads that will be needed for the South Florida wind environment.



We thank you kindly for your consideration and look forward to partnering with you again on this historic lighting project for your incredible agency.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Berner", is written over the printed name.

Bradford Berner
Vice President of Sales



Project Approach:

TS&L is an expert integrator and supplier in the roadway and lighting industry. Since this project is what we do, day in and day out, we are your number one choice. Our project approach is simple and straightforward. We will work within your scope, goals, and objectives to ensure success. We will monitor the project where it involves us to control the plan of action items. Lastly, when we finish an installation or project, our philosophy is that we are here to support you for many years to come. The completion of a project is not the end but the beginning of a long partnership for all of your needs.

We guarantee 100% customer satisfaction, and we encourage you to reach out to our enclosed references from a few of our recent projects. We are confident that you will see for yourself just how superior our team is & technically provides the highest quality of our work. Also, our care to detail during the project and customer support after the project is unmatched. Our timeline below outlines the project milestones and walks you through the process.

Project Team Leaders:

Bradford Berner – Vice President of Sales

Brad has been with us from our early days. Brad joined Transportation Solutions & Lighting after working in the sales industry, designing and implementing large lighting projects. Brad's vast experience in working with solar lighting led the company to record growth. In his position, he provided leadership, oversight, and strategic direction to grow product lines on a national scale. Brad's ability to understand the market has given him the leverage to cultivate relationships, ensuring his customer's expectations are met. His drive to understand all prospects, needs, problems, and wants contributes to 100% customer satisfaction.

Patrick Rossetti – General Manager

Patrick started his career as a young sales manager for General Electric, which for 125 years was the worldwide leader in lighting. As LED lighting entered the market at the turn of the century (2000s), Patrick was brought on to GE to start and run their new LED business for 17 years. After mastering the technology and industry, Patrick was able to bring his experience, knowledge, and passion to TS&L, as the company has grown tremendously since joining in 2016.

Patrick is responsible for the development and implementation of all service/operating standards and associated training that led to the full achievement of TS&L's mission and values. As general



manager, he has set performance expectations and monitored training processes, putting together the finest team here at TS&L.

Joe Hunter – Director of Construction & Installation

Joe and his team lead our industry with 30 years of experience in construction and installation. Joe is industry-renowned for his design, construction, and problem-solving. Joe's ability to oversee various parts of installation and construction projects has led to many successful project completions. His coordination of workers, attention to detail, and careful planning ensure TS&L can provide the best quality control with every project.

Joe will lead this project with his team of 5 technicians and installers and will own every aspect from start to finish.

Kortney Bacchus - Operations Manager

Kortney has a strong history in management with over 15 years of experience. She provides extreme proficiency in her technical and team-building skills. As operations manager, she provides leadership, creating a high-performance operations team with direct reports to management. Her unmatched ability to triage, problem solve, plan, and monitor results in best practices for TS&L. She is an excellent operations manager in the office as well as out on the field.

Response to Specifications

1. GENERAL SCOPE AND DELIVERABLES

Confirmed - We fully meet this specification and plan to use the product mentioned in the RFP; it's by far the best in our industry in terms of quality, reliability, and performance.

2. NOTICE AND SCHEDULING

Confirmed – Timeline is enclosed in the attached – Material will take approximately 3 months to be delivered. Installation will be approximately 1 month.

3. PERMITS AND INSTALLATION

Confirmed – Being that this is a pure “retrofit project,” there is no digging, electricity, or new infrastructure. Permitting may not be required, and in our experience, typically is not. But we fully comply and will obtain any and all permits and handle them entirely from start to finish, as we did last year with your art district lighting project.

4. SUPPLIES, EQUIPMENT AND WARRANTIES

Confirmed – Fully Comply

Timeline

We expect this project to take 5 weeks to complete once the material arrives. 20 business days to install – but always factor in a few days of rain or any other delays. We will be running 2 teams – and will complete 4 locations a day. Please be aware that from the date a PO is received, it will take 90 to 100 days for the material to arrive.

PO Received:

Week 1 – 2

- Order all Equipment
- Meet virtually or onsite with the Islamorada team to discuss the project and overview.
- Cover all bases, submittals, drawings, and anything else that is needed.
- All administrative work to be completed.

Week 2 through 12

- Cover all open items and any other preparation. Again, solar system and LED Lights have a 12-week lead time
- The 4' extension arms, as of this proposal, have at least a 12-week lead times right now.

Week 13 (estimated date of material to arrive).

- All Material Arrives to TS&Ls
- Deliver dumpster, recycling bin, and any aerial device(s).
- Removing of all existing lighting and installation begins.

Week 14 through 18

- We expect to complete 4 poles a day.
- Project removal & installation is 20 business days = 4 weeks.

Week 19

- Final programming, any final tests, monitoring, and checking the entire system(s).

Week 20

- Train the village and sign off on another successfully completed project.



Warranty

- Statement Attached – Full Labor Warranty Included a well – with 48-hour onsite support for anything that is needed.

Bonds

- We have the ability to apply for and be approved for a bond if needed. This project is relatively simple, just retrofitting solar lighting on existing poles. We do not expect a bond to be required.

State and Local Authorization

- See attached - Also a proud WMBE – SBM/CBE & DBE registered Florida enterprise. Fully audited yearly and approved by the state of Florida

Insurance

Provided upon request – Our insurance exceeds the village's requirements.

5 Recent References with Similar Scopes

Louisiana State University, Health and Science Campus – New Orleans, Louisiana
Scope: Supply and install 26 poles with Solar lighting equipped with emergency call boxes.
Completed: Phase 1 – June 2023 – Phase 2 – Ongoing - Contact total \$600,000.00
Contact: Mr. Darren Burkett – Executive Director – 504-568-2324 – dburk2@lsuhsc.edu

Legen Lake Estates, Lake Worth, FL
Scope: Supply, Design, and Install Solar Street Lighting in Parking Lots
Completed – February 2023 - Contract Total \$100,000.00
Contact: Paul Boerstler – President – 561-818-3999 - boerstlerp@bellsouth.net

Village of Islamorada, Historic Art District
Scope: Supply and Install – Complete Lighting installation for the Art District of the Village of Islamorada.
Supplied all fixtures, installed all new electrical services, and provided turn-key installation.
Completed: January 2023 - Contract total \$420,000.00
Contact: Maria Bagiotti – Director – 305-853-1685 - maria.bagiotti@islamorada.fl.us

NOVA University
Scope: Supply and Install – Fixtures at Nova University – Davie Campus, Davie, Florida
Supply solar lighting and poles throughout southern parking lots near Miami Dolphin Training Camp.
Completed Early 2022 - Contract total \$200,000.00
Contact: Jon Miller – Facilities Manager – 954-661-8149 - jm1295@nova.edu

City of Anna Maria – Anna Maria Island, Florida
Scope: Supply and Install – Engo Solar Street lights at City Hall - Historic Fixtures
Completed June – 2023 - Contract total \$75,000.00
Contact: Ms. LeAnne Addy – City Clerk/Treasurer – 941-708-6130 - amclerk@cityofannamaria.com

City of Fort Lauderdale – Supply and Install Solar Lighting
Scope: Supply and Install – Solar lighting and poles – Melrose Park Solar Lighting Project
Completed, Summer of 2022 - Contract total - \$100,000.00
Contact – Jill Prizlee, P.E. - 954-828-5962 - jillp@fortlauderdale.gov

Pricing

Please find enclosed the full pricing breakdown of the project as specified in your solicitation.

005160 – Complete Turn Key Pricing Per your RFP # RFP 24-02

Product Information

THE ENGO TOWER

This innovative design that can be easily incorporated into your urban planning, whether it be for streets, highways, or industrial zones. This model is perfect for new installations as well as retrofitting already existing poles into solar in your neighborhood.

Eligible for
EnGo Utility

SPECIAL PRICING: \$ /POLE

Additional volume discounts are
available for orders over 50

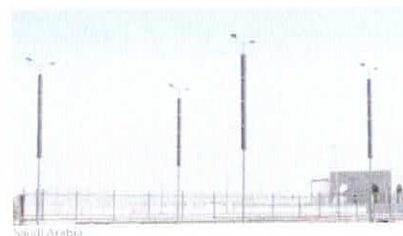
- ▶ Available pole heights: 13 - 28 ft
- ▶ Wattage: 30 - 80 W, Lumens: 5,100-13,200 lm
- ▶ Single and double arm configuration available

SCALABLE DESIGN

Stack multiple tower units to provide additional power
and fulfil unique lighting solutions

RETROFITTING

Convert old lights to solar power without needing to
adjust previous light pole placement





Estimate

EST-006460

Transportation Solutions & Lighting, Inc / NSS

980 N Federal Hwy
Suite 110
Boca Raton, Florida 33432

Bill To

Village of Islamorada
86800 Overseas Hwy
Islamorada Florida 33036

Ship To

86800 Overseas Hwy
Islamorada Florida 33036

Estimate Date : 14 Feb 2024

Expiry Date : 11 Jan 2025

#	Item & Description	Qty	Rate	Amount
1	Engo Tower 2 Solar Lighting Package - Retrofit Kit SKU : TSLNT2SLPRK Line 1: Included in Engo Tower 2 Retrofit Kit: EngoPlanet Solar Light Package - Tower 2 with 2 Solar Arrays - 320w Monocrystalline - 24v, 100 Ah Lithium Ion Phosphate Battery Systems (spec sheet attached). Solar Parking Lights - As Per Spec Complete with Single 4' Long, Aluminum Tapered Elliptical Mast Arm - Single 4' Long, Aluminum Tapered Elliptical Mast Arm, 4" Round Pole Top Hub Mount, USA Engineered & Manufactured. Line 2: Solar Lighting Installation & All Materials: Complete Turnkey Solar Lighting Removal & Installation. Removal of existing light fixtures and battery boxes. Strip pole and prep - Install new Engo solar array, arms, batteries, & LED fixtures. Includes labor, materials, and all equipment & lifting devices. Includes all removal and disposal of all removed material: Dumpsters, recycling, and battery recycling - Included - Complete Turnkey installation and proper removal of all old equipment and disposal.	77.00	4,999.00	384,923.00
Sub Total				384,923.00
Shipping charge				7,500.00
Total				\$392,423.00

Powered By The Sun

ENGOPLANET.COM

EnGo Tower

Solar Street Light

An ideal solution for:

- Retrofitting existing poles
- City Centers
- Highways
- HOA's



**Environmental
Sensors**



**Remote
Management System**



**Easy Installation
& Maintenance**



Smart Sensors



**High Quality
Lithium Battery**



**Powered By
The Sun**

EnGo Tower 2

Technical Data Sheet



TOWER 2 GENERAL SPECIFICATIONS

LED Lamp	40-60 W 6600-9300 lm
Solar Power	320Wp (8x40Wp), Monocrystalline
Battery System	GEL Battery 24 V, 100 Ah Lithium Ion Phosphate - LiFePO4 24 V, 60 Ah
Charge Controller	MPPT Controller - 24 V
Pole	Hot Dip Galvanized + Powder Coated 6 m / 20 ft
Total Weight	134 KG / 295.4 lbs
Environmental Sensors	Available upon request

LED LAMP ELECTRICAL PARAMETERS

Rated Power	60W
Operating Temperature	-40 °C ↔ +50 °C / -40 °F ↔ +122 °F
Power Factor (PF)	>0.9
Protection	Class I (Class II Optional)
Rated Voltage	24 VDC

LED LAMP PHOTOMETRIC CHARACTERISTICS

Lumen Output	9300 lm (+/-5%)
Correlated Color Temperature (CCT)	2200 K ↔ 6500 K

LED LAMP MECHANICAL CHARACTERISTICS

Ratings	IP 66 IK 10
Lifetime	> 100,000 hours - L70 @25°C (77 °F)
Body	Anodized Aluminum
Pole Fitter Diameter	60 mm / 2.4 in (50 mm / 2 in - Optional)
Fixture Dimension	431 x 316 x 136 mm / 17 x 12.4 x 5.4 in
Packing Dimension	480 x 370 x 200 mm / 18.9 x 14.6 x 7.9 in
Fixture Weight	5.3 kg / 11.7 lbs
Packing Weight	6.3 kg / 13.9 lbs

SOLAR PANEL MAIN CHARACTERISTICS

Maximum Output Power (Pmpp)	40 Wp
Power Tolerance	+/-5%
Solar Cell Efficiency	≥ 20%
Voltage at Pmpp (Vmpp)	17.6 V
Current at Pmpp (Impp)	2.27 A
Open Circuit Voltage (Voc)	20.8 V
Short Circuit Current (Isc)	2.45 A
Operating Temperature	-40 °C ↔ +85 °C / -40 °F ↔ 185 °F
Maximum System Voltage	700 V
Maximum Series Fuse Rating	10 A

SOLAR PANEL MECHANICAL CHARACTERISTICS

Solar Cell Type	Monocrystalline 156.75 x 156.75 mm / 6.17 x 6.17 in
Dimensions of Module	1335 x 170 x 3.3 mm 52.6 x 6.7 x 0.2 in
Cables Specialized for PV use	2.5 mm2 x 1 m
Weight	1.6 kg / 3.5 lbs
Environmental Resistances	800g steel ball fall down from 1m height 60m/s wind

SOLAR PANEL TEMPERATURE CHARACTERISTICS

Current Temperature Coefficient	0.05 % / °C
Voltage Temperature Coefficient	-0.35 % / °C
Power Temperature Coefficient	-0.45 % / °C

POLE CHARACTERISTICS

Height	6 m / 20 ft
Pole Wall Thickness	approx. 4mm / 9 gauge*
Pole Assembly Weight	71 kg / 156.5 lbs*
Finishing Colors	White - RAL 9003 or Black - RAL 9005
Battery Storage	LiFePO4: Inside Pole / GEL: Underground
Arm - Pole Angle	90°

GEL Deep Cycle BATTERY MAIN CHARACTERISTICS

Type	GEL Deep Cycle Battery
Rated Voltage	12 V
Nominal Capacity	100 Ah
Internal Resistance	5 mOhm
Dimensions	330 x 171 x 214 mm / 13 x 6.7 x 8.4 in
Weight	30.5 kg / 67.2 lbs
Cycle Life	Approx. 1100 cycles 50% DOD
Maximum Charging Current	25 A
Operating Temperature	-10 °C ↔ +60 °C / 14 °F ↔ +140 °F

LiFePO4 BATTERY MAIN CHARACTERISTICS

Type	LiFePO4
Rated Voltage	12.8 V
Rated Capacity	30.4 Ah
Internal Resistance	≤ 45 Ohm
Dimensions	936 mm 82 mm 42 mm 36.9 in 3.2 in 1.7 in
Weight	4.2 kg / 9.25 lbs (with housing)
Shell Material	Poly Vinyl Chloride (PVC)
Charge Voltage	14.4 +/- 0.15 V
Charge Current	≤ 5 A
Operating Temperature	-15 °C ↔ +70 °C / 5 °F ↔ +158 °F
Passive Protection	Over-charge Protection Over-discharge Protection Temperature Protection Balanced Function

CHARGER CONTROLLER MODEL CHARACTERISTICS

Model	VICTRON ENERGY SmartSolar MPPT 75/15 or EnGoPlanet MPPT Controller
Battery Voltage (auto select)	24 V
Rated Charge Current	15 A
Nominal PV Power, 12 V	440 W
Max. PV Short Circuit Current	15 A
Max. PV Open Circuit Voltage	75 V
Peak Efficiency	98%
Self-Consumption - Load On/Off	24 V: 15 mA
Charge Voltage 'Absorption'	28.8 V (Adjustable)
Charge Voltage 'Float'	27.6 V (Adjustable)
Operating Temperature	-30°C ↔ +60°C / -22°F ↔ +140°F
Safety Standards	EN/IEC 62109-1, UL 1741, CSA C22.2
Color	Blue (RAL 5012)
Protection Category	IP43 (electronic components), IP22 (connection area)
Weight	0.5 kg / 1.1 lbs
Dimensions	100 x 113 x 40 mm / 3.9 x 4.5 x 1.6 in

MODULE CHARACTERISTICS

Module Dimensions	280 x 280 x 1350 x mm / 11 x 11 x 53 in
Module Weight	16.5 kg / 36.4 lbs**
Total Weight of Two Modules**	GEL: 34 kg / 75 lbs LiFePO4: 48.4 kg / 106.7 lbs
Solar Panels Per Module	4 panels

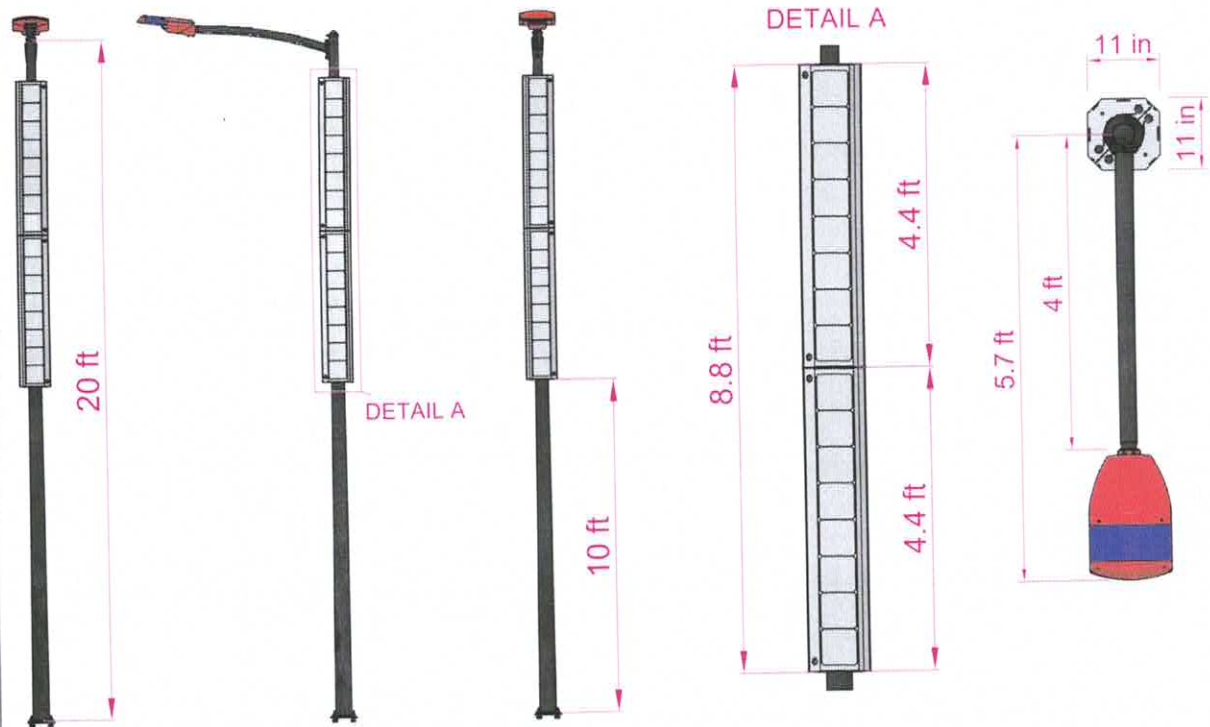
MODULE PACKAGING DETAILS

Packaged Weight	54 kg 119 lbs
Packaged Dimensions	0.7 x 0.35 x 1.4 m 2.3 x 1.2 x 4.6 ft

*varies based on specific requirements
**weight does not include pole and light head

Product Dimensions

feet / inches



millimetres



Multiple fixture, arm and pole designs available

ENGOPLANET 10-5-2 STANDARD PRODUCT WARRANTY

EnGoPlanet solar products (hereinafter referred to as Products) manufactured by EnGoPlanet Energy Solutions LLC (hereinafter referred to as EnGoPlanet), are produced in accordance with industry standards to offer the best value for the customer. EnGoPlanet's continued commitment to quality is reflected in every aspect of EnGoPlanet Products leading to longer service-life and higher energy yields. EnGoPlanet assumes that use in accordance with this Standard Limited Product Warranty will maintain the function of the Products (hereinafter referred to as Functional or respectively Product Capability) as well as maintain the electrical performance of the Products.

As a result of EnGoPlanet's strong focus on quality of its Products, EnGoPlanet grants to the end-user of the Products (i.e. company or natural person who has legitimately purchased the Products and put them correctly into operation for the first time or company or natural person who has legitimately purchased the Products from such an end-user without any modifications) a standard product warranty as follows:

I. For a period of 10 Years:

- a. EnGoPlanet warrants that metal structures including poles, fixture arms, solar panel brackets, anchor bolts and other steel, aluminum, or other metal alloy parts will not suffer from any structural defect that would reasonably limit the structural integrity of the Products. This is under the condition that the Products are correctly installed by a certified contractor selected or approved by EnGoPlanet and used in accordance with regulations and all relevant professional standards and local laws and ordinances.
- b. EnGoPlanet warrants that all solar panels provided by EnGoPlanet and installed according to EnGoPlanet's specific installation instructions and maintained and cleaned according to EnGoPlanet's recommendations will function within their respective range of specifications as established by the original manufacturer. A claim in the event of glass breakage arises only to the extent that there was no external influence on the glass (e.g., improper installation, hitting or dropping the Product, dropping the product during discharging, or any other event that can cause physical damage to the glass of a solar module including damage sustained during transport).

II. For a period of 5 years:

- a. EnGoPlanet warrants that all electronic components and devices including: charge controllers, LED drivers, LED modules, motion sensors, and if equipped: cameras, WiFi routers, LoRA network antennae, and remote monitoring sensors; all of which must be provided by EnGoPlanet and installed according to EnGoPlanet's instructions will function within their respective range of specifications as established by the original manufacturer

III. For a period of 2 years:

- a. EnGoPlanet warrants that all batteries provided by EnGoPlanet and installed according to EnGoPlanet's instructions will function within their respective range of specifications as established by the original manufacturer. All batteries including lithium-ion batteries gradually lose efficiency over time. The typical lifespan of batteries ranges from 5 to 7 years. Batteries must be replaced periodically. EnGoPlanet does not warrant batteries outside of the initial 2 year standard product warranty. The use of batteries not provided EnGoPlanet voids the entire Standard Limited Product Warranty.

The warranty period begins on the date of the product invoice. If during the guarantee period the Products exhibit one of the above-mentioned defects and this has an effect on the Functional or respectively Product Capability of the Products, EnGoPlanet will, at its own discretion, repair the defective Products, supply replacement Products, or compensate the end-user with compensation in the amount of non-amortized value of the Products in the guarantee period. Some claims may require return shipping at the cost of the customer.

The visual appearance of the Products as well as any scratches, stains, mechanical wear, rust, mold, optical deterioration, discoloration, naturally occurring oxidation and other changes do not represent defects, insofar as the change in visual appearance does not lead to deterioration in the Functional or respectively Product Capability of the Products is not warranted by EnGoPlanet.

Claims must be filled within forty-eight (48) hours of notice. Claims should be emailed directly to info@engoplanet.com and should include the following information:

- Invoice Number
- Model of Product(s) with defect
- Physical location of Product(s)
- Written description of defect with photos

**TRANSPORTATION SOLUTIONS & LIGHTING ALSO
INCLUDES A 2 YEAR LABOR WARRANTY FOR ALL
PRODUCTS AND SYSTEMS WE SELL - WITH 48 HOUR
ONSITE SUPPORT. WE LEAD OUR OUR INDUSTRY
IN SERVICE AND SUPPORT, AS WELL AND BEST IN
CLASS MANUFACTURES**



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

TRANSPORTATION SOLUTIONS & LIGHTING

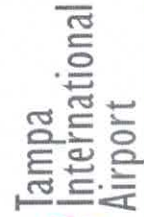
MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

425120

Victoria Smith

*Equal Opportunity Office, Manager
Florida Department of Transportation*



CERTIFIED

THIS CERTIFICATE IS AWARDED TO

TRANSPORTATION SOLUTIONS & LIGHTING, INC.

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT THE CERTIFICATION
REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL
MCDONALD
Date: 2022.12.20 12:29:17 -05'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: December 1st

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH
MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664

State of Florida

Woman & Minority Business Certification

Transportation Solutions and Lighting

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/30/2023 to 05/30/2025



J. Todd Inman
Florida Department of Management Services

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION SOLUTIONS & LIGHTING, INC. is a corporation organized under the laws of the State of Florida, filed on June 15, 2017.


The document number of this corporation is P17000052598.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of February,
2024*




Secretary of State

Tracking Number: 5484435188CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Exhibit "B"

PROJECT TIMELINE