



## Community Development District

### Board of Supervisors

### Second Audit Committee Meeting and Regular Meeting

December 6, 2023 at 8:30 AM

505 Whiskey Creek Drive, Marco Island, FL 34145

Anyone wishing to listen and participate in the meeting can do so by calling  
1-888-468-1195, Participant Pin 636522.

Additionally, participants are encouraged to submit questions and comments to the District Manager in advance to facilitate the Board's consideration of such questions and comments during the meeting.

The agenda is as follows:

1. Call to Order/Roll Call
2. Approval of Agenda
3. Public Comments
4. Approval of Minutes
  - a. November 20, 2023 First Audit Committee & Regular Meeting Minutes
5. Old Business
  - a. Updated Gate Painting Proposals – Warranty Information
6. Continuance for Second Audit Committee Meeting
  - a. Second Audit Committee Meeting
    - i. Review and Rank Audit Proposal Submissions
    - ii. Adjourn Second Audit Committee Meeting
7. Call to Order to Resume Regular Meeting
8. New Business
  - a. Approval of Audit Committee Proposal Selection
  - b. RFQ Responses for District Engineering Services
  - c. Streetlight Pole Replacement Pricing
  - d. Approval of Additional Qualified Public Depository for District Funds
9. Attorney Report
10. Engineer Report
  - a. Bridge/Streetlight Painting Contracts & Timelines
  - b. Update on Community Streetlight Painting Contracting
11. Supervisors' Requests
12. District Manager Report
  - a. FEMA Update
  - b. Solar Array for Bridge Streetlight Update
13. Public Comments

## 14. Adjournment

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2 **Key Marco Community Development District**  
3 **First Audit Committee Meeting & Regular Meeting**  
4 **November 20, 2023**

5 **Appearances**

6 Mary Beth Schewitz, Chairman  
7 Luanne Kerins, Co-Chair  
8 Terri Stanton  
9 Lynn Narath (Via Speakerphone)

10 **Also Present**

11 Joshua Carter, District Manager  
12 Dave Schmitt, Hole Montes  
13 Greg Urbancic, District Counsel (via speakerphone)

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15 **CALL TO ORDER/ROLL CALL**

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17 The meeting was called to order by the Chairman at 8:30 AM, and it was noted that three  
18 supervisors were in attendance constituting a quorum with one supervisor participating via  
19 speakerphone and one supervisor absent.

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21 **APPROVAL OF AGENDA**

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24 On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, the agenda was unanimously  
25 approved.

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28 **Public Comments**

29 No Public Comments were received at this time.  
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31

32 **Approval of Minutes**

33 a. October 18, 2023 Regular Meeting Minutes

34 Mrs. Schewitz noted a typo in lines 68 & 84 of the draft meeting minutes.

35 Mrs. Schewitz noted the lines around the new business item for the landscaping RFP  
36 should reflect that the District are in agreement with Key Marco Community  
37 Associations solicitation for a new landscape services provider rather than a motion to  
38 authorize an RFP.

39 Mr. Carter noted that the minutes would be amended to reflect the updates outlined.  
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41 On a voice vote by Mrs. Schewitz and a second by Mrs. Stanton, the October 18, 2023 Board of  
42 Supervisors Regular Meeting Minutes were approved as amended unanimously.

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**Old Business**

a. Updated Gate Painting Proposals

Mr. Carter noted that following the October meeting, he gathered two price proposals to have the Entry and Exit Gates at the Key Marco Guardhouse painted on site rather than powder coated. Mr. Carter noted that the first proposal from G.W. Fischel included a price of \$5,450 for the painting of the gates with black Benjamin Moore Paint. The second proposal was issued by Al’s Painting Plus for a price of \$5,850 using Sherwin Williams paint. Mr. Carter noted that the Sherwin Williams paint included a warranty on the paint but did not receive warranty information on the Benjamin Moore product. Mrs. Schewitz noted that the G.W. Fischel proposal was closer to the budgetary amount set but wanted to gather warranty information to make sure the two offerings are comparable. Mr. Carter noted that he would follow up in the December meeting with the warranty information for G.W. Fischel’s proposal.

On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, the proposal from G.W. Fischel for painting the guardhouse gates in the amount of \$5,450 pending warranty information was approved unanimously.

**Continuance for First Audit Committee Meeting**

Mrs. Schewitz noted that the three members of the audit committee were in attendance at the meeting and would continue the Board of Supervisors Meeting to call to order the First Audit Committee meeting.

a. First Audit Committee Meeting

Mrs. Schewitz noted that the audit committee would meet to review and approve the Audit Request for Proposal and Ranking Criteria.

b. Review and Approval of Audit RFP

Mr. Carter presented the draft Request for Proposal for District Auditing Services for an audit of Fiscal Year 2023 and subsequent renewal options. Mr. Carter noted that the package included the ranking criteria and due dates for the audit as required by statute.

On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, a motion to approve the RFP for Audit Services as drafted was unanimously approved.

c. Review and Approval of Ranking Criteria

Mr. Carter presented the draft ranking evaluation criteria for District Audit Services which included Ability of Personnel, Proposer’s Experience, Understanding of Scope of Work, Ability to Furnish the Required Services and Price. Mr. Carter noted that each item was weighted at 20 points for a total possible score of 100 points.

On a voice vote by Mrs. Schewitz and a second by Mrs. Stanton, a motion to approve the Ranking Criteria for Audit Services as drafted was unanimously approved.

87 d. Adjourn First Audit Committee Meeting

88 On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, a motion to adjourn the first  
89 meeting of the Audit Committee was unanimously approved.

90  
91 **CALL TO ORDER TO RESUME REGULAR MEETING OF BOARD OF SUPERVISORS**

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93 Mrs. Schewitz noted that with three supervisors in attendance and one participating via  
94 speakerphone, a call to order was made to resume the Regular Meeting of the Board of  
95 Supervisors, beginning with New Business.

96  
97 **NEW BUSINESS**

98  
99 Approval of Audit RFQ and Ranking Criteria

100 Following the Audit Committee meeting, Mrs. Schewitz made a motion to approve the ranking  
101 criteria and Request for Proposal for Audit Services for public notice.

102 On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, a motion to approve the Audit  
103 Services Request for Proposal and Ranking Criteria for public notice was approved unanimously.

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106 **ATTORNEY'S REPORT**

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108 Mr. Urbancic did not have a report to share during the November 20, 2023 meeting.

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110 **ENGINEER'S REPORT**

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112 Bridge/Streetlight Painting Quote Update

113 Mr. Schmitt noted that following the October meeting, he gathered a price breakout from the  
114 bidders on the bridge painting project. Al's Painting Plus proposed pricing at \$20,100 for the  
115 guardrails and support plate painting, \$14,600 for the Concrete/Stucco Pilasters, \$17,550 for  
116 the sidewalk decks and bridge curbing, \$10,000 for the painting and globe cleaning of the  
117 community streetlights and \$2,100 for the painting and globe cleaning of the bridge  
118 streetlights. G.W. Fishell proposed \$40,000 for the guardrail and support plate painting, \$6,850  
119 for the Concrete/Stucco Pilasters, \$7,600 for the Sidewalk deck/bridge curbing, \$45,150 for the  
120 community streetlight painting and globe cleaning and \$5,500 for the bridge streetlight painting  
121 and globe cleaning.

122 Mr. Carter noted that \$27,000 was budgeted to cover the original scope of the bridge railing  
123 painting in the current fiscal year. Mrs. Schewitz noted that with the price breakout, the  
124 proposal from Al's Painting Plus for bridge rail painting at \$20,100 and bridge streetlight  
125 painting and cleaning at \$2,100 would be within the budgetary and within the scope of work.  
126 Mrs. Schewitz asked Mr. Schmitt to confirm that the streetlight globe cleaning was included in  
127 the proposed pricing for the bridge streetlight painting and community streetlight painting. Mr.  
128 Schmitt noted that the globe cleaning was included in the scope of work, but would confirm  
129 with the vendors that this was included in their pricing. Mr. Carter noted that he would follow

130 up with Al's Painting Plus and confirm that they were able to clean the globes as a vendor had  
131 performed globe cleaning on one of the bridge lights during a regular repair and explained the  
132 process. Mrs. Schewitz noted that the pricing for the bridge rail painting and bridge streetlight  
133 painting was within budget and suggested following up in the December meeting around the  
134 community streetlight painting.  
135

136 On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, a motion to approve the  
137 proposal from Al's Painting Plus for bridge railing painting at \$20,100 and bridge streetlight  
138 painting at \$2,100 was approved unanimously.

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140  
141 **SUPERVISORS' REQUESTS**  
142

143 Mrs. Kerins noted that the guardhouse pineapple bowls had developed plant growth and  
144 needed to be cleaned in addition to the guardhouse itself. Mr. Carter noted that he would be  
145 happy to have this taken care of with Key Marco Community Association as part of their  
146 maintenance of the facility. Mr. Carter noted that Christmas Lights would be installed in the  
147 following week at the guardhouse and the cleaning may be delayed ensuring no damage would  
148 be caused to the Christmas lights.  
149

150 Mrs. Schewitz noted that the oak tree growing over the guardhouse roof could cause damage  
151 to the roof and asked that this be re-discussed with Key Marco Community Association to have  
152 handled immediately to keep from any damage. Mrs. Schewitz noted that any damage caused  
153 to the roof would be expected to be handled by Key Marco Community Association resulting  
154 from the tree growth. Mr. Carter noted that he would re-engage with Key Marco Community  
155 Association to express urgency and have the service performed quickly rather than waiting for  
156 annual tree trimming in the community.  
157

158 Mrs. Schewitz noted that for the bridge solar streetlight array, she would like to see a concrete  
159 plan for the system in a future meeting. Mr. Carter noted that he and Mr. Kerins of Key Marco  
160 Community Association had last evaluated a solution to have a solar array affix near the utility  
161 boxes at the island side of the bridge and found a product that would run power from the array  
162 and battery enclosure to the bridge lights using existing LCEC electrical mountings. Mr. Carter  
163 noted that he would follow up with Mr. Kerins and determine cost estimates and requirements  
164 for the project at a future meeting.  
165

166 Mrs. Schewitz noted that she had received a comment from a landowner regarding the  
167 District's website and any planned updates to the site. Mr. Carter noted that the site was  
168 required to be ADA compliant and include the District information required by statute. Mr.  
169 Urbancic confirmed the accessibility and statutory requirements. Mrs. Schewitz asked if the  
170 board had any updates they wanted to see made to the site. After discussion, it was noted that  
171 the site seems to have all required information readily accessible and quick load times. The  
172 board confirmed that the site was acceptable as is and did not want to spend District funds on

173 design changes for the site. Mr. Carter noted that he would update the top line of the landing  
174 page regarding pending site updates and changes to make consistent with the board's position.

175

176 **DISTRICT MANAGER'S REPORT**

177

178 Acceptance of Unaudited Fiscal Year-End Financials Ending October 31, 2023

179 Mr. Carter presented the unaudited financial statements for Key Marco Community  
180 Development District ending October 31, 2023

181 Mr. Carter noted that the Balance Sheet showed that the Fifth Third Public Fund Account held  
182 \$347,937.88 at the close of the fiscal year and deposits from assessments would grow the  
183 account position over the coming months. Mrs. Schewitz noted that both the reserve accounts  
184 were nearing the FDIC limits, highlighting a need to identify another Qualified Public Depository  
185 to deposit funds to remain below FDIC limits as additional funds are deposited. Mr. Carter  
186 noted that as the public fund position grows from assessment deposits, a transfer from the  
187 public fund to the reserve accounts could be made less the First Quarter Operating Reserve  
188 amount to keep the account in line with FDIC. Mr. Carter noted that with the consideration  
189 around the FDIC thresholds, another reserve savings account would be required to complete a  
190 transfer and remain below FDIC limits in all accounts. Mr. Carter noted that he would follow up  
191 on Qualified Public Depositories identified in a future meeting.

192 Mr. Carter noted that in the Profit and Loss, the income section reflected the first deposits in  
193 the public fund for 2023-2024 assessments. Mr. Carter noted that additionally, the interest  
194 income balance of \$1,701 reflected the changes in banking structure to allow for higher interest  
195 in both the Fifth Third and First Horizon reserve funds.

196 Mr. Carter noted that for the expense section, the Insurances line showed a balance of \$42,556,  
197 reflecting the payment of the Fiscal Year 2023-2024 premium on insurances. Mr. Carter noted  
198 that for the Workers Compensation insurance, this would be billed monthly throughout the  
199 fiscal year and keep the total for insurance expenses just below the budget amount.

200 Additionally, Mr. Carter noted that the Gatehouse Operator Replacement line under capital  
201 Improvements showed a balance of \$13,590, reflecting the deposit for the new gate operators.  
202 The final payment for the remaining \$13,590 would be paid in November and reflect a total  
203 cost of \$27,180, just below the budgeted amount of \$28,000 for the project.

204 On a voice vote by Mrs. Schewitz and a second by Mrs. Stanton, The Unaudited Financials  
205 Ending October 31, 2023 were accepted unanimously.

206

207 Streetlight Replacement Update

208 Mr. Carter noted that he was working alongside Graybar and Lumec to gather pricing for  
209 replacement streetlight poles and fixtures for the Eastern side of Blue Hill Creek Drive. Mr.  
210 Carter noted that three streetlights were required to replace the poles for the section of the  
211 street and was still awaiting a price quotation from Graybar for the replacement lights. Mr.  
212 Carter noted that the scope for the streetlight proposal would include the painting of the  
213 streetlights prior to delivery and would include a replacement streetlight base to replace a  
214 damaged base on one of the lights in the community. Mr. Carter noted that at the last update  
215 from Graybar, a question had come up around the requirements for the streetlights, whether  
216 Key Marco would seek to have a quote for the existing streetlights or a modern, steel light pole.

217 It was noted that the existing light system could be quoted but would require the use of a  
218 grandfathering clause due to updated EPA requirements. Mr. Carter asked Mr. Schmitt if there  
219 were any considerations for Key Marco to utilize this grandfathering clause and Mr. Schmitt  
220 noted that the manufacturer would be able to utilize the clause with the existing light poles in  
221 place throughout the community. Mr. Carter noted that he would follow up in the next meeting  
222 once pricing was provided for the Streetlight replacement project.

223

224 FEMA Update

225 Mr. Carter noted that he had communicated with a new FEMA representative regarding the  
226 District's Hurricane Ian claim for debris cleanup on the Key Marco roadways. Mr. Carter noted  
227 that they were reviewing the project to current following the completion of the funding  
228 agreement and would follow up if any additional information is required.

229

230 **PUBLIC COMMENT**

231 No Public Comments were received at this time.

232 **NEXT MEETING**

233 The next meeting will be held on December 6, 2023 at 8:30 AM.

234

235 **ADJOURNMENT**

236 The meeting was then adjourned at 9:30 AM on a Motion by Mrs. Schewitz and a second by  
237 Mrs. Kerins. The motion was passed unanimously.



**AL'S Painting Plus Service, Corp.**

1035 Mainsail Dr Unit 314

Naples, FL 34114 US

alspaintingplusllc@gmail.com

https://www.alspaintingplus.com



**Painting & Decorating Contractor**

Residential • Commercial • Industrial

Exterior • Interior • Water/Damp Proofing  
Concrete Restoration • Sandblasting  
Staining/Sealing • Pressure Cleaning • Glazing  
Epoxy Coating • Decks/Boats  
Licensed & Insured

# Estimate

**ADDRESS**

Joshua Carter

Key Marco Community

Development District

505 Whiskey Creek Dr.

Marco Island, FL 34145

**ESTIMATE # 1251**

**DATE 11/14/2023**

**EXPIRATION DATE 12/14/2023**

**AMOUNT**

**Metal Gate & Frame Resurface**

5,850.00

3 Front Gates

- Cover and protect all areas not to be worked on.
- Apply degreaser and clean by means of mechanical abrasion.
- Grind and sand all delamination and rust.
- Pressure clean to remove all contaminants.
- Convert all rust with OSPHO.
- Clean all metal with xylene and denatured alcohol.
- Apply one coat of Amerlock Sealer Two Component Epoxy Sealer @ 1-2 mils WFT.
- Apply one coat of PSX700 Two Component Siloxane Coating @ 6-8 mils WFT
- Clean all work related debris.

Edge & Roll System

**Railings Resurface**

5,500.00

25 Rail Panels Left/Rights side to Front Sing

- Cover and protect all areas not to be worked on.
- Apply degreaser and clean by means of mechanical abrasion.
- Grind and sand all delamination and rust.
- Pressure clean to remove all contaminants.
- Convert all rust with OSPHO.
- Clean railings with xylene and denatured alcohol.
- Apply one coat of Amerlock Sealer Two Component Epoxy Sealer @ 1-2 mils WFT.
- Apply one coat of PSX700 Two Component Siloxane Coating @ 6-8 mils WFT
- Clean all work related debris.

Edge & Roll System

**Column Resurface**

5 Beams Included

0.00

- Cover and protect all areas not to be worked on.
- Remove any compromised enamel.
- Pressure clean to remove all contaminants.
- Ensure columns are properly waterproofed against substrate.
- Apply two coats of finish enamel to all decorative columns.
- Clean all work related debris.

Thank you for your business!

TOTAL

**\$11,350.00**

40% Deposit to Commence Labor

5 Year Warranty on Labor & Materials

Accepted By

Accepted Date



**PAINTING & CONTRACTING**

606 Bald Eagle Dr. Unit 301

Marco Island, FL 34145

Phone (239) 642-9777 Fax (239) 259-8339

[gwfishell@gmail.com](mailto:gwfishell@gmail.com)

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

Key Marco Community  
504 Whiskey Drive  
Marco Island, FL 34145

### **Bid Proposal for Painting 3 Gates:**

- Powerwash and chlorine treat.
- Detail sand.
- Solvent wipe.
- Apply 2-coat system of Benjamin Moore Corotech Command specialized waterborne acrylic urethane.
- May require closing down 1 lane of traffic at a time.

Price: **\$5,450.00**

Payments: 50% deposit prior to start, 50% upon completion.

**\*\* If proposal is accepted, a signature and the 50% deposit are needed before any work can be scheduled.**

Thank you,

**Greg Fishell  
G. W. Fishell Painting and Contracting, Inc.  
State Certified General Contractor  
CGC 1522437**

Signature \_\_\_\_\_ Date \_\_\_\_\_



800 INDUSTRIAL BLVD  
 NAPLES FL 34104-3619  
 Phone: 239-280-1130  
 Fax: 239-643-3137

To: KEY MARCO  
 JOSHUA  
 2323 SAN MARCO RD  
 MARCO ISLAND FL 34145  
 Attn: Josh Carter  
 Phone:  
 Fax:  
 Email: kevin.bedwell@graybar.com

Date: 11/29/2023  
**Proj Name: LUMEC POLES**  
**GB Quote #: 0244879650**  
 Release Nbr:  
 Purchase Order Nbr:  
 Additional Ref#  
 Valid From: 11/29/2023  
 Valid To: 12/29/2023  
 Contact: John Bedwell  
 Email: Kevin.Bedwell@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

- Notes:** **FACTORY ORDER--ALLOW 18-20 WORKING WEEKS --PLUS FREIGHT**  
 > Complete quote must be used; no partials  
 > Pole wind load calculations do not include structural base engineering  
 > Project may include SESCO start-up services which consist of programm

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		4 EA	LUMEC BY SIGNIFY	CAND4-001150MHPCCR R3D240HESCPT 31G84TX		\$3,379.75	1	\$13,519.00
200		4 EA	LUMEC BY SIGNIFY	BLCP-588-1A SCPT311G84TX		\$5,117.82	1	\$20,471.28
300		4 EA	LUMEC BY SIGNIFY	AM6W-025 16 SCPT311G84TX		\$4,225.03	1	\$16,900.12
400		4 EA	LUMEC BY SIGNIFY	3/4X20-10 1/2 DEC		\$101.23	1	\$404.92
500		1 EA	LUMEC BY SIGNIFY	STT 611 CUSTOM COLOR SET UP		\$1,025.16	1	\$1,025.16

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: KEY MARCO  
JOSHUA  
2323 SAN MARCO RD  
MARCO ISLAND FL 34145  
Attn: Josh Carter

Date: 11/29/2023  
Proj Name: LUMEC POLES  
GB Quote #: 0244879650

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Total in USD (Tax not included): \$52,320.48**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)**

**24-Hour Emergency Phone#: 1-800-GRAYBAR**

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

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To: KEY MARCO  
JOSHUA  
2323 SAN MARCO RD  
MARCO ISLAND FL 34145  
Attn: Josh Carter

Date: 11/29/2023  
Proj Name: LUMEC POLES  
GB Quote #: 0244879650

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice of conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4. PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11. SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

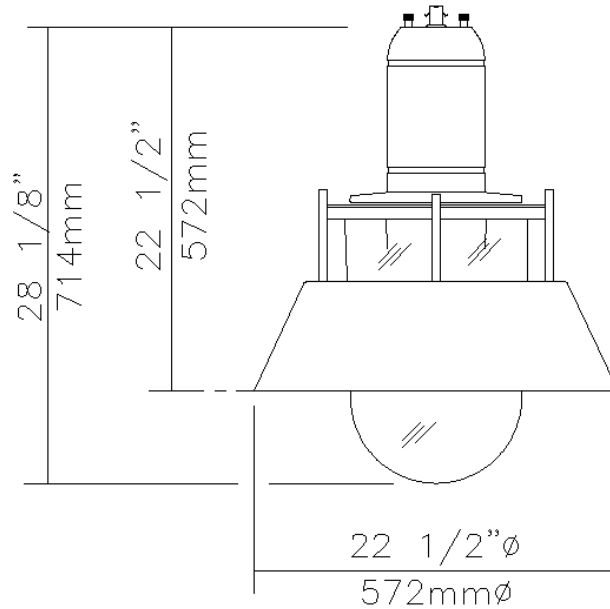
24-Hour Emergency Phone#: 1-800-GRAYBAR

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

## Key Marco Horr's Island (3770)



EPA: 2.16 sq ft / weight: 45 lb (20.5 kg)

Qty	1	Luminaire	[CAND4-001]-150MH-PC-C-RR3D-240-HE-SCPT311G84TX
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### Description of Components:

**Housing:** In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

**Guard:** In a round shape, this guard is made of 6063-T5 aluminum 1/2" (13mm) rods and is mechanically assembled to the access-mechanism. **CAND4-001 Guard rods are 3 3/4po (95mm) long.**

**Skirt:** Spun 1100-0 aluminum, mechanically assembled on the luminaire.

**Access-Mechanism:** Rotomatic, die-cast A360 aluminum quarter-turn mechanism with constant-pressure spring-loaded points. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

**Globe:** (PC-C), Made of one-piece seamless injection-molded clear polycarbonate. The globe is assembled on the access-mechanism.

**Lamp:** (Not included), 150 Watt Pulse Start Metal Halide (ANSI Code M102 or M142), ED 17 bulb, medium base.

**Optical System:** (RR3D), IES type III (asymmetrical) with deflector covering 30 deg. Round prismatic borosilicate glass thermo-resistant refractor. The optical system shall be mechanically assembled on a cone and on the luminaire.

**Ballast:** High power factor of 90%. Primary voltage 240 volts. Pulse Start Type. Lamp starting capacity -20°F(-30°C) degrees. Assembled on a unitized removable tray with quick disconnect plug. Complies with National energy efficiency ballast requirement.. HE

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## Key Marco Horr's Island (3770)

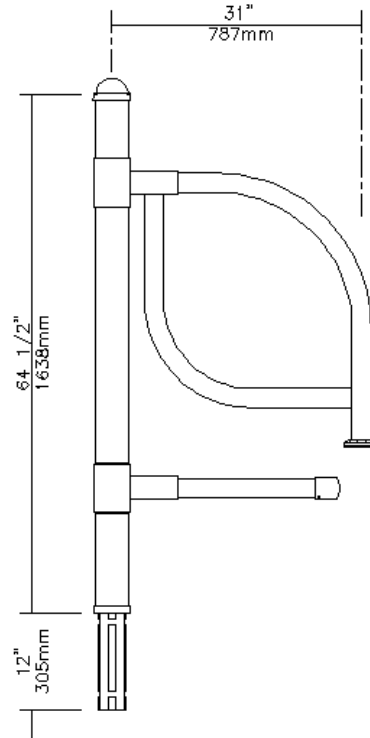
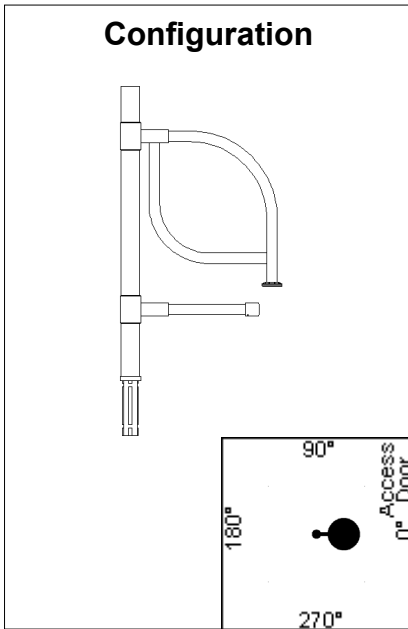
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**REMOTE BALLAST:** Located inside bracket or pole base.

**Important:** you must make sure that selected bracket or pole will accept the ballast.



## Key Marco Horr's Island (3770)



Qty 1 Bracket [B-LCP-558]-1A-SCPT311G84TX

### Description of Components:

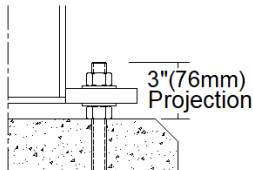
**Arm:** Made from 2 3/8in. (60mm) outside diameter aluminum tubing, welded.

**Decorative Element:** Horizontal aluminum tubing welded to the central adaptor at luminaire level.

**Central Adaptor:** Made of aluminum 6061-T6, 4" (102mm) outside diameter, complete with a tenon penetrating 12" (305mm) inside the pole. The tenon shall be mechanically fastened to the pole by two sets of three set-screws at 120 degrees around the pole.

# Key Marco Horr's Island (3770)

**Base & Bolts Information**



3" (76mm) Projection

**Comes with** 4 steel anchor bolts, 3/4" X 17" + 3" J Type Bolts, 8 nuts and 8 washers. Important: Do not obstruct space between anchor plate and concrete base.

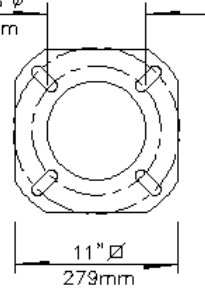
**Anchor Plate**

6 1/8"  $\phi$  Free opening

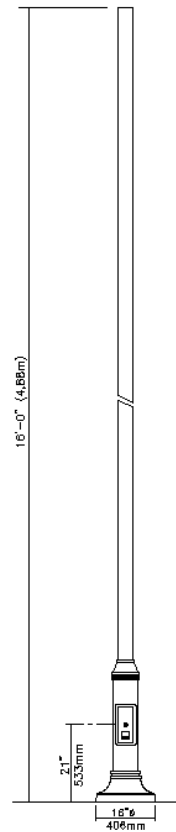
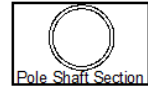
- Bolt Circle: 156mm  
10 1/2" (267mm)

- Material: Cast Aluminum

- NOTE: Bolt Circle Allowed: 9" to 11"  
229mm to 279mm



11"  $\phi$   
279mm



Qty 1 Pole [AM6W-025]-16-SCPT311G84TX

**Description of Components:**

**Pole Shaft:** Shall be made from a 4" (102mm) round extruded 6061-T6 aluminum tubing, having a 0.318" (8.1mm) wall thickness, welded to the pole base.

**Joint Cover:** Two-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

**Pole Base: (AM6W-025):** Shall be made from a 6 5/8" (168mm) round extruded 6061 T6 aluminum tubing base having a **0.432" (11mm) wall thickness**, welded to both the bottom and top of the special anchor plate.

**Maintenance Opening:** The pole shall have a 4 1/2" x 10" (114mm x 254mm) maintenance opening centered 21" (533mm) from the bottom of the anchor plate, complete with a weatherproof embossed aluminum cover and a copper ground lug.

**Base Cover:** Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

**Note:** A tenon will be provided when the luminaire or bracket does not fit directly on pole shaft. Tenon not shown on the drawing.

**IMPORTANT:** Lumec strongly recommends the installation of the complete lighting assembly with all of its accessories upon the anchoring of the pole. This will ensure that the structural integrity of the product is maintained throughout its lifetime.

**Pole Weight:** 64 lbs (29.1 kg)

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## Key Marco Horr's Island (3770)

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Miscellaneous
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### Description of Components:

**Hardware:** All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

**Anchor Bolts:** Anchor bolts made of ASTM F1554 grade 55 steel with a minimum yield strength of 55,000 psi. Nuts made of ASTM F1554-99 grade A steel or better. The thread adjustment is ANSI class 2B regardless of the diameter of the bolts. Washers made of ASTM grade F-844 steel or better. All galvanized parts are hot-dip galvanized with minimum requirement the ACNOR G-164 standard.

**Finish: (SCPT311G84TX) Special Color PT311G84, textured Protech Textured Color Green.** In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with  $\pm 1$  mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

**Quality Control:** The manufacturer must provide a written confirmation of its ISO 9001 and ISO 14001 International Quality Standards Certification.

#### Vibration Resistance:

**Aluminum poles are not recommended in high vibration environments such as bridge, overpass, top of building, airport, train station, etc.**

**Luminaire:** Ballast conforms to the EISA of 2007 Regulations requirements.

**Mechanical resistance:** This design information is intended as a general guideline only. The customer is solely responsible for proper selection of pole, luminaire, accessories and foundation under the given site conditions and intended usage. The addition of any other item to the pole may dramatically impact the wind load on that pole. It is strongly recommended that a qualified professional be consulted to analyze the loads given the user's specific needs to ensure proper selection of the pole, luminaire, accessories, and foundation. Lumec assumes no responsibility for such complete analysis or product selection. Failure to ensure proper site analysis, pole selection, loads and installation can result in pole failure, leading to serious injury or property damage.

**Web site information details:** / [CSA Pole Certification](#)

## KM CDD Bank Options

Institution	QPD	Type	Interest	Notes
Valley National Bank	Yes	Savings	0.01%	
Centennial Bank	Yes	Money Market	0.65%	
Wells Fargo	YES	Savings	1.00%	
Seacoast Bank	Yes	Money Market	4.75%	Branch Located in Naples

Contract No.: \_\_\_\_\_  
District Award Date: \_\_\_\_\_, 2023

**CONSTRUCTION CONTRACT**  
**KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**  
**WHISKEY CREEK BRIDGE AND STREETLIGHT PAINTING**

**THIS CONSTRUCTION CONTRACT** (this “**Contract**”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2023, by and between **KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**, a unit of local special purpose government created pursuant to Chapter 190, Florida Statutes (“**District**”), and Al’s Painting Plus Service, Corporation a Florida (“**Contractor**”).

**WITNESSETH:**

**WHEREAS**, District desires to obtain the services of Contractor concerning a certain bridge and streetlight painting project within the Key Marco community situated in Collier County, Florida (the “**Project**”); and

**WHEREAS**, Contractor has submitted a bid proposal for provision of services to complete the Project; and

**WHEREAS**, Contractor represents that it has expertise in the type of services that will be required for the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

**ARTICLE ONE**  
**CONTRACTOR’S RESPONSIBILITY**

1.1 The service to be performed by Contractor hereunder is the Project which consists of the work on real property located within the Key Marco community in Collier County, Florida as described in the Contract Documents (as defined in Article Five below), which Contract Documents are attached hereto and made a part hereof by reference (collectively, the “**Work**”). For purposes of clarification of certain text within the Contract Documents, notwithstanding anything to the contrary, the Work specifically includes, without limitation those items set forth on Exhibit “A” attached hereto and made a part hereof. The obligations of Contractor hereunder shall include the furnishing and maintaining any required bonds and insurance.

1.2 Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, Collier County, Florida and the City of Marco Island, including, but not limited to, all licenses, if any, required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by Contractor pursuant to this Contract.

1.3 Contractor agrees that, when the services to be provided hereunder relate to a service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, Contractor shall employ and/or retain only qualified personnel to provide such services.

1.4 Contractor agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, an individual to serve as Contractor's project manager (hereinafter referred to as the "**Project Manager**"). The Project Manager shall be authorized and responsible to act on behalf of Contractor with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract.

1.5 Contractor has represented to District that it has expertise in the type of services that will be required for the Work. Contractor agrees that all services to be provided by Contractor pursuant to this Contract shall be subject to District's review and written approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Contractor hereunder. In the event of any conflicts in these requirements, Contractor shall notify District of such conflict in writing and utilize its best professional judgment to advise District regarding resolution of the conflict.

1.6 All permits necessary for the performance of the Work shall be procured and paid for by Contractor. Contractor shall be solely responsible for the actions of all employees and subcontractors it utilizes on the Project. All licenses necessary for Contractor's performance of the Work shall be procured, maintained, and paid for by Contractor. If Contractor performs any Work without obtaining, or contrary to, such permits and licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution and completion of the Work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

1.7 Contractor agrees to keep the Project site clean at all times and free of debris, rubbish and waste materials arising out of the Work. At the completion of the Work scheduled for that period and at the commencement of any period longer than one (1) week during which Contractor will not have workers on site, Contractor shall remove all debris, rubbish and waste materials from and about the Project site as well as all tools, appliances, construction equipment, machinery and surplus materials and shall leave the Project site clean and ready for occupancy and use by District.

Any existing surface or subsurface improvements, including but not limited to, pavements, curbs, cart paths, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated to be removed, repaired or altered, shall be protected by Contractor from damage or staining during the prosecution of the Work. Contractor shall not permit or allow the improper dumping or discharge of hazardous materials, chemicals, or other materials, into any lake or drainage structure adjacent or near the Project site. All existing surface or subsurface improvements damaged, stained, or improperly impacted by Contractor or its subcontractors and/or materialmen shall be returned to their pre-existing condition by Contractor at no cost to District.

Contractor shall be responsible for any damage or staining to, and for maintenance and protection of, existing utilities and associated structures.

1.8 Contractor agrees that any and all damage to the Project site occurring at any time within the time period beginning with the commencement of the Work and ending with the completion of the Work shall be repaired and replaced by Contractor at Contractor's sole cost and expense. Such repairs must be completed in a manner acceptable to District, in the District's sole and absolute discretion.

1.9 Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without District's prior written consent, or unless incident to the proper performance of Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor shall require all of its employees, agents, suppliers, subconsultants, and subcontractors to comply with the provisions of this paragraph.

1.10 Except as otherwise provided herein, Contractor agrees not to disclose or use any information not available to members of the general public and gained by reason of Contractor's contractual relationship with District for the special gain or benefit of Contractor or for the special gain or benefit of any other person or entity.

1.11 Contractor warrants to District that all materials and equipment furnished under this Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, and that the Work will conform to the requirements and specifications of the Contract Documents. Contractor warrants and guarantees all portions of the Project against poor workmanship and faulty or defective materials for a period of twelve (12) months after final payment hereunder and shall promptly correct any and all defects, which may appear during this period upon notification by District. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Contract shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Contract are found to be defective, deficient or not in accordance with the Contract, and without intending to limit any other remedies, 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 therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal its final payment application.

1.12 Trench Safety. Pursuant to Section 553.60, Florida Statutes, and in the event that the Project requires excavation to exceed a depth of five (5) feet, Contractor shall provide at the time of the execution of this Contract the following:

(a) A reference to the trench safety standards that will be in effect during the period of construction of the Project.

(b) Written assurance by the contractor or subcontractor performing the trench excavation that such contractor or subcontractor will comply with the applicable trench safety standards.

(c) A separate item identifying the cost of compliance with the applicable trench safety standards.

Further, Contractor agrees that it shall:

(a) As a minimum, comply with the excavation safety standards that are applicable to the Project.

(b) Adhere to any special shoring requirements, if any, of the state or other political subdivisions that may be applicable to the Project.

(c) If any geotechnical information is available from the District, Contractor, or otherwise, the contractor or subcontractor performing trench excavation shall consider this information in the contractor's

design of the trench safety system which it will employ on the Project. This Section shall not require the District to obtain geotechnical information.

1.13 Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract 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 Joshua Carter (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Services; 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 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 Contractor, 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. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Contract pursuant to Section 119.0701(2), Florida Statutes:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JOSHUA CARTER C/O KEY MARCO COMMUNITY DEVELOPMENT DISTRICT, TELEPHONE: (239) 394-4336, EMAIL: JOSH@MANAGERKEYMARCO.ORG, AND MAILING ADDRESS: 505 WHISKEY CREEK DRIVE, MARCO ISLAND, FL 34145.**

## **ARTICLE TWO DISTRICT’S RESPONSIBILITIES**

2.1 District has designated Joshua Carter, District Manager as the project coordinator to act as District’s representative with respect to the services to be rendered under this Contract (hereinafter referred to as the “**Project Coordinator**”). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define District’s policies and decisions with respect to Contractor’s services for the Project. However, the Project Coordinator is not authorized, without evidence of approval by District’s Board of Supervisors, to issue any verbal or written orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:



- (a) The scope of the Work to be provided and performed by Contractor hereunder;
- (b) The time Contractor is obligated to commence and complete the Work; or
- (c) The maximum amount of compensation District is obligated or committed to pay Contractor.

2.2 The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by Contractor for payment for services and work provided and performed in accordance with this Contract;
- (b) Arrange for access to and make all provisions for Contractor to enter the Project site to perform the services to be provided by Contractor under this Contract; and
- (c) Provide notice to Contractor of any deficiencies or defects discovered by District with respect to the services to be rendered by Contractor hereunder.

### **ARTICLE THREE AMOUNT OF AGREEMENT**

3.1 The District shall pay Contractor in current United States funds for the performance of the Work, subject to additions and deductions by change order as provided in the Contract Documents, the not-to-exceed price of twenty-two thousand two hundred dollars (\$22,200.00) (the “**Contract Price**”). See Exhibit A for proposed work and cost breakout.

### **ARTICLE FOUR PROGRESS PAYMENTS/FINAL PAYMENTS**

4.1 Progress Payments. Contractor may requisition payments for portions of the Work completed at intervals of not more than once a month. Contractor’s requisition shall show a complete breakdown of the Work, the quantities completed and the amount due, together with a certification by Contractor that Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in Contractor’s previous applications for payment, and any other supporting documentation as may be required by the Project Coordinator or the Contract Documents. Each requisition shall be certified by Contractor and be submitted to the Project Coordinator and Hole Montes a BOWMAN company, District’s engineer (“**District Engineer**”), in duplicate for approval. District shall approve or disapprove the requisition for payment within thirty (30) calendar days of receipt by the Project Coordinator and the District Engineer of Contractor’s requisition for payment. Should District disapprove the requisition for payment, District shall, in writing, inform Contractor of the reasons therefore shall be stated with particularity within the referenced thirty (30) calendar day period. If approved, District shall make payment to Contractor within said thirty (30) calendar day period.

4.2 Retainage. Retainage shall be withheld pursuant to Section 255.078, Florida Statutes. Five percent (5%) of all monies earned by Contractor shall be retained by District as retainage for each progress payment made to Contractor. Notwithstanding the foregoing or anything contained herein to the contrary, nothing

herein shall prohibit District from withholding, and District shall not be required to pay or release to Contractor, any amounts that are the subject of a good faith dispute or otherwise the subject of a claim or demand by District against Contractor.

4.3 Substantial Completion. When Substantial Completion has been achieved, Contractor shall notify District in writing and shall furnish to District a proposed punch list listing of those matters yet to be finished. District will thereupon conduct an inspection to confirm that the work is in fact Substantially Complete and shall upon determining that the work is Substantially Complete, shall review and revise, if necessary, the proposed punch list. Upon its confirmation that Contractor's work is Substantially Complete, District will so notify Contractor in writing and will therein set forth the date of Substantial Completion and furnish the final punch list of items that need to be completed for final completion. If District, through its inspection, fails to find that Contractor's work is Substantially Complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by District from any payment then or thereafter due to Contractor. Upon Substantial Completion, District shall pay Contractor an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by District for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims.

4.3 Final Inspection/Final Application for Payment. Within twenty (20) days after District's receipt of written notice from Contractor that the Work is finally complete and ready for final inspection, District shall make a final inspection and will notify Contractor in writing of any Work which is not in accordance with the requirements of the Contract Documents and describing what is required to render the Work complete, satisfactory, and acceptable (the "**Deficiency Notice**"). Notwithstanding the foregoing, District's failure to include any corrective Work or pending items not yet completed in the Deficiency Notice shall not alter or reduce the responsibility of Contractor to complete all the Work described herein. Not later than twenty (20) days after District's delivery to Contractor of the Deficiency Notice, Contractor shall correct, complete, or remedy any and all Work noted in the Deficiency Notice. After Contractor has completed all such corrections to the satisfaction of the Project Coordinator and the District Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, the Project Coordinator shall confirm promptly by written notice to Contractor that the Work has been accepted by District as of such date (the date of Acceptance). After the Project Coordinator has indicated that the Work is acceptable and the Project has reached final completion, Contractor may then make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all construction liens arising out of or filed in connection with the Work; (2) waivers and releases covering in full all labor, materials and equipment for which a lien could be filed; and (3) a final affidavit of Contractor stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. For the avoidance of doubt, the process described in this Section 4.3 is intended to satisfy the requirements set forth in Section 218.735(7), Florida Statutes.

4.4 Final Payment and Acceptance. If, on the basis of the District Engineer's and the Project Coordinator's observation of the Work during construction and final inspection, and the District Engineer's review of the final application for payment and accompanying documentation, the District Engineer and the Project Coordinator are satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, the District Engineer will, within ten (10) days after receipt of the final application for payment, indicate in writing the District Engineer's recommendation of payment and present the application to the Project Coordinator for final approval and payment. Otherwise,

the Project Coordinator and/or the District Engineer will return the application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application within (20) calendar days after presentation to the Project Coordinator of the final application and accompanying documentation, in appropriate form and substance, and with the District Engineer's recommendation and notice of acceptability, the final payment constituting the entire unpaid balance of the Contract Price shall be paid by District to Contractor.

(a) The making of final payment shall constitute a waiver of claims by District except those arising from:

- (1) Liens, claims, security interests or encumbrances arising out of this Contract and unsettled.
- (2) Faulty or defective work and latent defects discovered after acceptance.
- (3) Failure of the work to comply with the requirements of the Contract Documents.
- (4) Terms of special warranties required by the Contract Documents.
- (5) Any of Contractor's continuing obligations under this Contract.

(b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by District shall be deemed to be a waiver of any of District's rights against Contractor.

4.5 District's Right to Withhold Payment. Notwithstanding anything herein to the contrary, District may, upon written notice to Contractor, withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of and of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating the probable filing of claims by other parties against Contractor.
- (c) Failure of Contractor to make payment to subcontractors or suppliers for materials or labor.
- (d) Damage to another contractor not remedied.
- (e) Liability for liquidated damages has been incurred by Contractor.
- (f) Reasonable evidence that the work will not be completed within the time set forth in Section 6.1.
- (g) Failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or Contractor provides a surety bond satisfactory to District, which will protect District in the amount withheld, payment may be made in whole or in part.

4.6 Florida Prompt Payment Act. The above notwithstanding, except as otherwise provided, all payments to Contractor shall be paid in accordance with the provisions of Part VII, Chapter 218, Florida Statutes, as amended from time to time. Specifically, if a dispute between District and Contractor cannot be resolved pursuant to the applicable procedures set forth in Section 218.735, Florida Statutes, the dispute shall be finally determined by the District pursuant to internal dispute resolution procedures adopted by the District. District and Contractor shall commence dispute resolution proceedings within forty-five (45) days after the date the payment request or proper invoice was received by the District and concluded by final decision of the District within sixty (60) days after the date the payment request or proper invoice was received by the District.

**ARTICLE FIVE  
CONTRACT DOCUMENTS**

Contractor shall furnish all labor, equipment, and materials and perform the Work for the Contract Price in strict accordance with the following documents, which documents shall collectively be known as the “**Contract Documents**”:

- 5.1 Construction Contract - Key Marco Community Development District
- 5.1.1 Contractor’s Bid Proposal (attached hereto and incorporated herein as Exhibit “A”)
- 5.1.2 Key Marco Community Development Whiskey Creek Bridge and Streetlight Painting-Project Manual (attached hereto and incorporated herein as Exhibit “B”)
- 5.1.3 Key Marco Estates Community Development District Whiskey Creek Bridge and Streetlight Painting - Civil Construction Plans (attached hereto and incorporated herein as Exhibit “C”)
- 5.1.4 Certificate(s) of Insurance as required hereunder

**ARTICLE SIX  
TIME OF COMMENCEMENT AND FINAL COMPLETION; LIQUIDATED DAMAGES**

6.1 The Work to be performed by Contractor shall be commenced no later than fifteen (15) days after the District has issued a written Notice to Proceed to Contractor. Contractor shall be obligated to Substantially Complete (as defined below) the Project within sixty ( 60 ) calendar days after the date of the District’s issuance of the Notice to Proceed (“**Substantial Completion Deadline**”) and to finally complete the Project within seventy-five ( 75 ) days after the date of Substantial Completion (“**Final Completion Deadline**”). Upon the District’s request, Contractor shall furnish such evidence as the District requires concerning ability to timely complete the Project.

6.2 Time is of the essence with respect to the performance of this Contract and District will suffer financial loss if the Work is not completed within the time specified in this Section, plus any extensions thereof allowed by change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by District if the Project is not completed on time. Should Contractor fail to Substantially Complete the Project by the Substantial Completion Deadline, Contractor shall pay to the District, not as a penalty but as liquidated damages, the amount of two hundred fifty dollars (\$250.00) per calendar day that expires after the Substantial Completion Deadline until Contractor reaches Substantial Completion of the Project. Should Contractor fail to finally complete the Project by the Final Completion Deadline, Contractor shall pay to the District, not as a penalty but as liquidated damages, the amount of one hundred twenty-five dollars (\$125.00) per calendar day that expires after the Final Completion Deadline until Contractor reaches final completion of the Project. The parties agree that an assessment of actual damages as of the date of this Contract would be uncertain, and the liquidated damages amount set forth herein is reasonable. The District shall be entitled to set off from monies due to Contractor during the course of the Project amounts sufficient to reimburse the District for these agreed upon Liquidated Damages.

6.3 The terms “**Substantial Completion**” or “**Substantially Complete**” as used herein, shall mean that point at which the Project is at a level of completion in strict compliance with this Contract such that District or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

## **ARTICLE SEVEN INSURANCE**

7.1. Contractor shall obtain and carry, at all times during its performance under the Contract Documents at its sole cost and expense, the following insurance, including any additional insurance required under the Contract Documents:

- (a) Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida law.

In the event Contractor has "leased" employees, Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of District. All documentation must be provided to District at the address listed above.

No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

- (b) Commercial General Liability insurance on comprehensive basis including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury covering all work performed under this Contract.
- (c) Excess Liability Insurance (Umbrella Form).
- (d) Contractual liability insurance covering all liability arising out of the terms of the Contract Documents.
- (e) Automobile liability insurance as required in the Request for Proposal for bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles covering all work performed under this Contract.

District, its supervisors, officers, agents, employees and volunteers shall be named as non-contributory additional insureds on all policies, with the exception of the Worker's Compensation policy, and each policy shall be endorsed that such coverage shall be primary to any similar coverage carried by District.

7.2 Certificates of insurance acceptable to District shall be filed with District prior to the commencement of the Work. Said certificate shall clearly indicate type of insurance, amount and classification in strict accordance with the foregoing requirements. These certificates shall contain a provision that coverage afforded under Contractor's policies will not be cancelled until at least thirty (30) days prior written notice has been given to District by certified mail.

7.3 All insurance policies required of Contractor shall be issued by a company authorized to do business under the laws of the State of Florida, with a minimum A.M. Best Rating of "A".

7.4 The acceptance by District of any Certificate of Insurance does not constitute approval or agreement by District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Contract.

7.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by District.

7.6 Should at any time Contractor not maintain the insurance coverages required herein, District may terminate this Contract or at its sole discretion shall have the right, but not the obligation, to purchase such coverages and charge Contractor for such coverages purchased. District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of District to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

7.7 If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of this Contract, Contractor shall furnish to District renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of Contractor to provide District with such renewal certificate(s) shall give District the unilateral right, but not the obligation, to terminate this Contract.

## **ARTICLE EIGHT MISCELLANEOUS PROVISIONS**

8.1 Terms used in the Contract which are not defined herein shall have the meaning designated in the Contract Documents.

8.2 As stated in the Contract Documents, Contractor shall be permitted to work Regular Working Hours, which as 7:00 a.m. to 4:00 p.m., Monday through Friday. Work requiring inspection by District or Utility is to be scheduled for 9:00 a.m. to 4:00 p.m., Monday through Thursday and 9:00 a.m. to 12:00 noon on Fridays upon a minimum of forty-eight (48) hours advance notice for inspections. Notwithstanding any provision of the Contract Documents to the contrary, Contractor shall be permitted to work on Saturdays; provided, however, that the hours of work on Saturday are subject to the approval of the Project Coordinator, in the Project Coordinator's sole discretion. Contractor shall submit its proposed Saturday hours to the Project Coordinator for approval no later than forty-eight (48) hours in advance.

8.3 District and Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto, and such party's successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Contractor shall not assign or transfer this Contract or its rights, benefits, or obligations without the prior written approval of District. Contractor shall have the right to employ other persons and/or firms to serve as subcontractors in connection with the requirements of the Contract Documents.

8.5 Contractor in consideration of \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Contract shall, to the fullest extent permitted by Section 725.06, Florida Statutes, protect, defend, indemnify and hold District and its officers, supervisors, employees and agents harmless from and against any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent or intentional acts or omissions of Contractor, a subcontractor, or anyone directly or indirectly employed by them but only as to that portion of the claim, damage or loss that is not attributable to District's negligent and/or willful acts or omissions. The foregoing provisions of this paragraph to the contrary notwithstanding, Contractor's liability to indemnify District as set forth herein shall: (i) be limited to \$7 million per occurrence, which District and Contractor agree is reasonable given the size of the Project and the amount of general liability coverage maintained by Contractor, including umbrella coverage; (ii) be limited to the

acts, omissions or defaults of Contractor, any of Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, or of District, or District's agents or employees; provided, however, that such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of District, or District's agents or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The preceding provisions have been added specifically to memorialize District and Contractor's intent that the provisions of this section shall be fully enforceable in accordance with the provisions of Section 725.06, Florida Statutes.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

8.6 Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

8.7. E-Verify: Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor relating to the services under this Contract, the subcontractor must register with and use the E-Verify system and provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Contract to the contrary, District may immediately terminate this Contract for cause if there is a good faith belief that Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Contract, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Contract. District has materially relied on this representation in entering into this Contract with Contractor.

8.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may

not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirmatively represents that neither it or its owners, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Contract.

8.9 In any action or proceeding arising between the parties relating to the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

8.10 The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles and any schedules or attachments.

8.11 This Contract, including the referenced exhibits attached hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

## **ARTICLE NINE DEFAULT/TERMINATION**

9.1 Contractor shall be in default of its obligations under this Contract if (i) it fails to begin work in compliance with the Contract, (ii) fails to properly and timely perform the Work as directed by the engineer or as provided for in the approved Schedule of Work, (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected, (iv) suspends Work for a period greater than five business days without the prior written consent of District, (v) fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the work or (vi) breaches any other provision of this Contract.

In the event of a default, District shall provide written notice to Contractor stating the cause of the default and the actions that Contractor must take to cure the default. If, after seven (7) days from District's delivery of notice, Contractor fails to cure the default, District may terminate this Contract and take possession of all or any portion of the work and any materials on-site, and complete all or any portion of the work by whatever means, method, or agency District may choose in its sole discretion. Notwithstanding any termination of this Contract by District, the liability of Contractor shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by District acting in good faith under the belief that such were necessary or required in completing the work and in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the work.

9.2 If, after notice of termination of this Contract as provided for in paragraph 9.1 above, it is judicially determined that Contractor was not in default, or that its default was excusable, or that District otherwise was not entitled to the remedy against Contractor provided for in paragraph 9.1, then the notice of termination given pursuant to paragraph 9.1 shall be deemed to be the notice of termination provided for in paragraph 9.3 below and Contractor's remedies against District shall be the same as and limited to those afforded Contractor under paragraph 9.3 below.

9.3 District shall have the right to terminate this Contract without cause upon fifteen (15) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery



against District shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld, if any, and any actual costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including, but not limited to, anticipated fees or profits on work not performed.

**ARTICLE TEN  
CONFLICT OF INTEREST**

11.1 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE ELEVEN  
MODIFICATION**

12.1 No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE TWELVE  
NOTICES AND ADDRESS OF RECORD**

13.1 All notices required or made pursuant to this Contract to be given by Contractor to District shall be in writing and shall be sent by overnight courier, hand delivery or be delivered by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following address:

Key Marco Community Development District  
c/o Joshua Carter, District Manager  
505 Whiskey Creek Drive  
Marco Island, Florida 34145

13.2 All notices required or made pursuant to this Contract to be given by District to Contractor shall be sent by commercial next-business day delivery (such as FedEx or UPS), hand delivery or delivered by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following address:

Al's Painting Plus Service Corp.  
1025 Mainsail Drive Unit 314  
Naples, FL 34114

13.3 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE THIRTEEN  
APPLICABLE LAW**

14.1 Unless otherwise specified, this Contract shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Contract against the other party relating to or arising out of this Contract must be brought exclusively in the appropriate Florida state court in Collier County, Florida, and in no other venue or forum.

*(Remainder of Page Intentionally Left Blank. Signatures begin on Next Page.)*

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract as of the day and year first written above.

**DISTRICT:**

**KEY MARCO COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Joshua Carter, Secretary

By: \_\_\_\_\_  
Mary Beth Schewitz, Chairman

**Contractor:**

Al's Painting Plus Service Corp.,  
a Florida Corporation

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

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

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

**EXHIBIT "A"**

**Contractor's Bid Proposal**

**KEY MARCO COMMUNITY IMPROVEMENT DISTRICT  
WHISKEY CREEK BRIDGE AND STREETLIGHT PAINTING**

**AL'S PAINTING PLUS SERVICE, CORP.  
CALCULATION OF CONTRACT AWARD  
DECEMBER 6, 2023**

Following is the summary of selected items to be included in the Construction Contract.

- 1A. Whiskey Creek Bridge Painting: Surface preparation and coating of three-rail guard system, steel support plates, and bridge guardrail system at the approaches.

COST: \$20,100.00

2. Bridge Streetlight Painting: Surface preparation, coating of streetlights, and cleaning of the streetlight globes.

COST: \$2,100.00

TOTAL: \$22,200.00