

Community Development District

Board of Supervisors' Regular Meeting

April 18, 2018 at 8:30 a.m.

505 Whiskey Creek Drive
Marco Island, FL 34145

AGENDA

Note: Requests to address the Board on all subjects, which are not on today's agenda, will be accommodated under "Public Comments". Public Comments should be limited to 2 minutes.

Any person who decides to appeal a decision of this Board will need a record of the proceedings pertaining there to and may need to ensure that a verbatim record of these proceedings is made at their expense.

Any person requiring special accommodations at this meeting because of a disability of physical impairment should contact the District Office at 239-394-4346 at least five days prior to the meeting.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
 - a. February 15, 2018
5. Audience Questions and Comments on Agenda Items
6. Specific Items of Old Business
 - a. Gatehouse Light Fixtures - Dawn
7. Specific Items of New Business
 - a. Discussion on Roadway Use
 - b. C3 Gardens Presentation
8. Reports:
 - a. District Counsel — Greg Urbancic
 - i. Johnson Engineering — District Engineer Agreement Discussion

b. District Manager— Katie Maline

i. Financials

1. Financial Report the Fiscal Year Ended September 30, 2017
2. Financial Statement Ending December 31, 2017
3. Resolution 2018-03 — InfraMark Designated Signors on 5/3rd Account
4. Earthview Invoice — Clean Catch Basins

ii. Street Lights Update

iii. Maintenance Yard at Tract X

9. Supervisors Request and Comments

10. Audience Questions and
Comments

11. Schedule Next Meeting Date and
Time

Community Development District

REGULAR BOARD MEETING

FEBRUARY 15, 2018

(Not Approved)

The Board of Supervisors of the Key Marco Community Development District met at 8:30 a.m. on February 15, 2018, at the Key Marco Community Center, Marco Island, Florida.

APPEARANCES: Maureen McFarland, Chairman/Treasurer
Mary Beth Schewitz, Vice-Chairman Johanna
Parkes, Assistant Secretary Dawn
Aitkenhead, Assistant Secretary

ALSO PRESENT: Katie Maline, District Manager/Secretary
Greg Urbancic, District Counsel

ROLL CALL/APPROVAL OF AGENDA

Mrs. McFarland indicated that a quorum was present, with all Board members in attendance with the exception of Mrs. Grado. Mrs. Maline provided copies of the publication and advertising of the meeting showing that it had been properly noticed.

The Agenda was unanimously approved on a MOTION by Mrs. Parkes and a second by Mrs. Aitkenhead.

APPROVAL OF MINUTES OF JANUARY 2017 MEETING

On Page 8 in the third paragraph, the words "between the HOA and the CDD" will be added to the first sentence, "Mrs. Maline suggested that it may be difficult crossing records..."

On Page 9 in the second to last paragraph, Mrs. McFarland clarified that a particular invoice was paid by the CDD which included both CDD and HOA costs, only the CDD costs were approved.

In the last paragraph, the double use of the word "that" should read, "that payment"

Under the Post Hurricane Irma Update, it was asked that a date be inserted in the first line as to when the case manager was to come to Key Marco.

Under Landscaping, the phrase "had covered the CDD areas and measured" was left out of the corrected copy and should be reinserted before the words, "where re-sodding"

On Page 11, in the second paragraph, the fact that the exterior of the guardhouse was repainted in 2016 should be inserted.

On a MOTION by Mrs. Schewitz and a second by Mrs. Parkes, the January minutes were then unanimously approved by the Board as corrected.

AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS

No questions or comments were received at this time.

SPECIFIC ITEMS OF OLD BUSINESS

No items of old business were discussed at this time.

SPECIFIC ITEMS OF NEW BUSINESS

No items of new business were discussed at this time.

REPORTS

DISTRICT COUNSEL — Greg Urbancic

Public Records Request Policy

Mr. Urbancic handed out copies of an updated Key Marco CDD Public Records Policy showing the modification of the language on the "first 30-minutes" issue. The statute indicates that when extensive use of IT technology or personnel is required, there can be a charge. Some instances that would apply were noted, such as pulling and supervising the copying of records, or reviewing and redacting material on records.

Additionally, a sentence was added at the end which states that when multiple requests are made by one individual, the requests can be considered as one request, and extensive use charges may be applied after the first 30 minutes of staff or resource time.

He advised the Board to act in a reasonable manner, and if someone submits a request now and 12 months later, that would not be considered an unreasonable request.

On a MOTION by Mrs. Aitkenhead and a second by Mrs. Parkes, the amended policy was unanimously approved by the Board.

There have been no public record requests.

Possible Legislative Changes

There may be some changes coming from the Legislature regarding how audits have to be done and certifications from the District that they had gone through the auditor selection process, among other things. Mr. Urbancic will keep the Board advised on any legislation that passes.

DISTRICT MANAGER - Katie Maline

Financial Statement

A financial report is not available at this time. InfraMark is in the process of importing data and will produce a report for review and make the necessary journal entries. Financials will be for 4 Months Ending January 31, 2018 and will be provided in March.

Annual Audit

The auditors, Grau & Associated provided an open items list. The only item remaining is Item 5, Expenditure Variances. Mrs. Maline and Mrs. McFarland will go through the draft audit to make sure all the corrections are made. Upon completion of that review, Mrs. Maline and Mrs. McFarland will notify Grau. It is expected that the Final Audit will be available at the April meeting. After Board of Supervisors approval of the final audit it will be filed with the Florida Department of Revenue.

In response to a question from a resident, Mrs. Maline indicated that InfraMark will only be entering the historical data provided by Dorrill Management. All of the other historical files are stored at Robert Flinn's Records Center in Naples.

Mrs. McFarland asked the Board members to go over the documents in their packets that were provided by Grau, and Mrs. Schewitz asked about the depreciation shown on Page 4 of this document noting that if the \$287,000 in depreciation continues to be taken, the District will soon be in negative numbers.

Mrs. McFarland explained that the depreciation is done over a 20-year cycle, and the number shown is an accounting formula that they use, and assets will not depreciate below their value.

FEMA Update and Expenses

Mrs. Maline reported she is approaching her deadline for submittals to FEMA. She has had several onsite and phone meetings with the case manager, inspectors, and reviewers. She has signed off on four of the projects within the last few days. Once the project is signed off by Mrs. Maline and the Case Manager it is further reviewed by various departments within FEMA. Completed projects included debris removal from September 4 through 17; debris removal from September 18 through October 17; debris removal from October 18 through December 16, for a total of \$141,406 in debris removal costs.

Collier County's contractor for debris removal, AshBritt/TetraTech removed 6,013 cubic yards of debris at no charge to Key Marco.

Mrs. Maline further explained that the insurance payments are taken out of the costs, and then FEMA will pay a percentage of what was spent. Mrs. McFarland asked if they will be paid a smaller percentage by FEMA because they did not have Crawford come earlier, and Mrs. Maline advised that FEMA would pay

100 percent of the debris removal for the first seven days, and after that, the percentage fluctuates, the lowest percentage being 75. Other project items that were submitted include irrigation repairs, Hoover Pumping System repairs, gatehouse roof replacement, loop detectors for the gates, repairs to pedestrian entrances, sidewalk repairs, 17 streetlights, bridge scour inspection, street signs and direct administrative costs.

Mrs. Maline has solicited proposals for removing the fencing at the maintenance yard. Mrs. Maline had asked Mr. Urbancic and Dorrill Management Group about this property and what the agreement was between the CDD and HOA and when the property was returned to the HOA. The downed fence is part of the FEMA application. Mrs. McFarland noted that they had an agreement with the HOA to relinquish their lease of the property prior to the hurricane, and Mr. Urbancic did not know if they had any rights to make a claim for the fence, unless some other public purpose could be established for it. Mrs. Maline suggested that this item be removed from the FEMA submittal and the Board agreed that they would not include it in the FEMA request. **Mrs. Maline will remove that item from the list.**

Catch basins were not included as this is a project that was planned before the hurricane.

Management Contract — InfraMark

This item will be deferred until further information is received from InfraMark. Mr. Urbancic noted that they are quite close to a completed agreement, and there are a few remaining items regarding liability. He added that he is fairly comfortable that there will be no problems. The contract was similar to others he had seen, but the one paragraph he is working on with them has to do with claims against InfraMark that the CDD may file. That paragraph essentially says that if they are covered by insurance, and if the CDD is paid by that insurance, then InfraMark has no exposure beyond the limits in their insurance. It also says that with respect to any other cause of action or claim against InfraMark arising from their services, their liability will not exceed twice the amount of their annual compensation for services in the year that the claim was brought against them. This would be capping their liability at around \$30,000, which Mr. Urbancic felt was quite low, and is the only issue in this contract that he wished to negotiate, or have the sentence eliminated. A member of the audience suggested that Mr. Urbancic should perhaps ask for a multiple of three as opposed to two. Mr. Urbancic noted that if it is willful misconduct or negligence, that would be another issue, but that if they keep that line in the contract, it would not apply to those two possibilities.

At Mrs. McFarland's request, Mrs. Maline and Mr. Urbancic will negotiate these last issues with InfraMark and bring it back to the Board.

Mr. Urbancic expects to have this issue completed by the end of February.

Street Lights Requests for Proposals

Due to the financial category of this project the work must go out for public bid. Mrs. Maline is putting a bid package together which Mr. Urbancic will make sure is legally correct. Public notice will be posted in the newspaper with an amount of time for bids to be received. After the sealed bids are received the Board will publicly open and award the bid at a public meeting to the lowest, qualified and responsive bidder. If the Board is not satisfied with any of the bidders, no bids will be awarded and the process will be repeated. In response to Mrs. McFarland's question, Mr. Urbancic explained the RFP process, and felt that they could be completed and published in the newspaper by the end of February or beginning of

March. Several streetlights have been out since the hurricane and it is imperative that they get the process moving as soon as possible. In the meantime, Casagrande Electric continues to make repairs using the downed poles parts.

Hydraulic Oil Stain at intersection of Whiskey Creek and Blue Hill

Crawford's Arbor Division caused this stain and they have been out twice in an attempt to remove it. They were expected to return that morning to work on it again, as apparently hydraulic oil is very bad for asphalt, and this section of the roadway may have to be replaced, **Mrs. McFarland asked that this item be placed on the agenda for the following month, and that Crawford be advised that the problem has existed for over a month and the Board wished it to be taken care of.**

Garden on Blue Hill Creek Drive

This item is on schedule for the following Wednesday, February 21st. The Mimosa ground cover will be removed and will be replaced with Perennial Peanut, which is a Florida native plant and salt tolerant. The beds will be built back up and the plants that are along the roadway that appear to be dead will be taken out overhanging and broken branches will be trimmed back, as well as the Bougainvillea.

Road Pavement Study/Earth View Work

Part of the Road Pavement Study included cleaning all the catch basins and removing overgrown grass. This project started February 14th. In the summer, when the sod replacement is taking place, areas in front of the drains that are ponding on the road will be addressed to ensure that there is proper drainage off the roads into the catch basins. Mrs. Maline has contacted Johnson Engineering regarding the next phase of the road project. Johnson Engineering currently does not have an engagement letter as the District's Engineer. In the past, they have only prepared engagement letters on a "per project basis" Johnson Engineering is preparing an engagement letter for the CDD for this next phase of the project. Mr. Urbancic was asked if he would review the engagement letter before it is signed. It will be presented at the March meeting.

This item will be on the agenda at the next meeting for further discussion.

Maintenance Yard — Final Payment

This item has been under discussion for quite some time, as the area was given up about three years ago. Mrs. Maline has received a bid to remove the concrete slabs and re-grade, and will work with Mr. Kerins to complete this project so it can be returned to the HOA in the same condition it was received. The HOA is discussing using it as a storage area for boat trailers, and many other ideas have been mentioned as well.

The final number will be brought to the CDD Board at the March meeting.

Landscape Project at Guard House

Crawford, Dan Isaacson, Outside Productions and C3 Gardens have been approached and proposals received. Mrs. Aitkenhead liked the plan for the bowls at the Gatehouse as proposed by C3 Gardens at a cost of \$200 per bowl and \$90 a month for two visits, which includes plant replacement if necessary.

They have assured Mrs. Aitkenhead that the bowls will be completely full of flowers which will be replaced if they are not in perfect condition. Some of the bromeliads which are presently being used will be relocated or used in the new bowls if they are in good shape.

On a MOTION by Mrs. Schewitz and a second by Mrs. McFarland, the Board unanimously approved using C3 Gardens to do the planting and maintenance of the bowls at the entrance to Key Marco.

Mrs. Aitkenhead briefly described the options offered by these three bid proposals, with Crawford doing the plan including the plantings, a plant board, plant schedule and lighting at a cost of \$5,800, with a reduction to \$3,200 if they are chosen for the plantings. Crawford has estimated that the other plantings would be \$150,000 to \$200,000 for the front entrance. If the two front trees are moved, that cost would be \$15,000. Isaacson's costs were \$14,700 for his plan, and anything over the plan, including irrigation and lighting would be \$150 an hour, and would cost approximately \$100,000. C3 Gardens would do the plan for \$2,500, and they work primarily with pots. They also felt that the entire area did not need to be completely taken out, but they could go in and selectively replace certain things, while others could be saved and nourished. He would project manage the job at 10 percent of what the plantings would cost and is certified to do irrigation and lighting. He will do the job at \$100 an hour. Mrs. Aitkenhead added that now that the area has been cleaned up, the trimming has been done and the mulch is down, it looks much better to her, and she didn't feel that it needed to be totally replaced. OPI was contacted as well and they are too busy to do the work.

The Board members briefly discussed those options and agreed **to invite CD Gardens to the March meeting to make a more complete presentation to the Board for this work at the Gatehouse.**

Mrs. Maline indicated that the Gatehouse is on a regular schedule for pressure cleaning, and she is anticipating the roof replacement to begin in March. The old antenna will be removed at this time. After the roof is completed, all the pavers and curbs will be pressure cleaned.

The eight external lights on the guard house may need to be replaced as several of them have broken glass panels, and Mrs. Aitkenhead suggested that she would select some lighting options and present them at the March meeting.

Interior Painting of the Guard House

Mrs. Aitkenhead indicated that they had received a bid, and that Mrs. Maline was moving forward with a color selection. Marco Island Painting should have this job completed by the end of the month.

Speeding Letter DRAFT

Mrs. Maline indicated that this was a draft and provided it to the Board for their review and comment. A letter will be sent to all the landowners. Mrs. Parkes pointed out an item that indicates the HOA can assess a fine to landowners for speeding. Mrs. Maline indicated that it is in the HOA House & Ground Rules. Mrs. McFarland asked if the HOA could fine for speeding on CDD property, and apparently it is not enforceable by the CDD. The discussion of the House and Ground Rules in the letter will be removed, but Mr. Kerins noted that there are children playing in Key Marco now as well as bike riders and wildlife on the roads. These hazards can be listed so people will know why we are asking everyone to slow down.

Mrs. McFarland asked if anyone would be willing to work with Mrs. Maline. Mrs. Schewitz volunteered to draft a letter. Once the letter is approved the CDD will request that the HOA send it out as an email notice.

Public Access

FEMA Requirement

Mr. Urbancic suggested that the District should provide the warranty deed to FEMA demonstrating public access into Key Marco is allowed.

Access to Key Marco Roads

Mrs. Maline suggested that rules be written out for the bike riders to read while they are waiting to be checked in at the gate. Parkes suggested that they should sign it as well, but Mr. Urbancic did not think they could be required to sign. One thing that Mrs. McFarland and Mrs. Maline continue to work on is the potential dissolving of the CDD, or to figure ways to control some of the issues associated with public road requirements. One of the things being discussed with counsel in Tallahassee is the ability to charge people as the CDD owns the roads and pay for their maintenance. If non residents wish to use the road, they will have to pay a certain charge, much like the residents. To clarify, it is 134 people who are paying for the roads and all the public can enjoy them, but the residents and owners paid off the bonds and pay to maintain the roads. If someone else wishes to enjoy the roadways, they, too can pay to do so. If that is something that can potentially be done, then the Board will discuss it as a way to manage the bikers who come through Key Marco so often. Mr. Urbancic noted that he had seen this occur in other areas, but not in this County.

Event Access Request

A request was received from Fred Kramer for an event to be held on March 18th. This is the half marathon that was held at key Marco the previous year where there was an issue with the organizers painting on the roadway and ignored requests to come back and clean it off. Their \$250 deposit was not returned. At the August 24, 2017 Regular Board of Supervisors meeting, the Supervisors voted to increase the deposit to \$1,000. Mrs. McFarland advised the Board that they had two options: to take their deposit of \$1,000 and allow them in, or to close the gates and register everyone individually before they were allowed in. The Board agreed that they would allow the half marathon to take place with the \$1,000 deposit. **Mrs. Maline will advise Mr. Kramer of the Board's decision and get the paperwork completed for this event.**

ADDITIONAL ITEMS FROM THE PREVIOUS MONTH

Street Signs

Mrs. McFarland asked Mrs. Maline if she was going to go forward with the street signs, indicating that she had been approved to spend \$7,600 on this project. **Mrs. Maline advised that she would sign that contract after the meeting and send it out immediately. This item will be placed on the March agenda.**

Gatehouse Staff

Mrs. Maline has been working on the Direct Hire project for the Gatehouse. Mrs. Maline will report back to the board once her research is completed. **Mrs. Maline will speak to InfraMark regarding payroll for the gate staff.**

SUPERVISORS REQUESTS AND COMMENTS

District Manager's Annual Review

At this point Mrs. Maline left the meeting.

The Key Marco CDD supervisors then unanimously ranked the District Manager's performance a "4" in all categories.

Restoration of Gates and Entranceway into Key Marco

After discussion, the Board approved this project, and **Mrs. McFarland made a MOTION to approve Mrs. Aitkenhead, working with Mrs. Maline, to direct and determine this project with a budget not to exceed \$15,000. The Motion was seconded by Mrs. Parkes and unanimously approved.**

ADJOURNMENT

With the determination that the next meeting would be held on March 15, **the meeting was adjourned on a MOTION by Mrs. Aitken head and second by Mrs. McFarland.**

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February ____, 2018, between **KEY MARCO HOMEOWNERS ASSOCIATION** ("CLIENT") and **JOHNSON ENGINEERING, INC.** ("CONSULTANT").

For Key Marco General Engineering, (the "Project"), located in Section 14,15,21,22,27,28, Township 52 South, Range 26 East, Collier County, Florida. Latitude 25.932446, Longitude -81.676887

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering, surveying, planning, environmental consulting, landscape architecture and/or other related services ("Services") by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

SECTION I - GENERAL

Notice to Proceed:

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT's written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, ("Scope of Services") and in the other exhibits listed below. This Agreement will become effective on the date first above written.

Standard of Care:

CONSULTANT shall perform for or furnish to CLIENT professional engineering and other related services for the Project to which this Agreement applies as hereinafter provided. CONSULTANT shall serve as CLIENT's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. CONSULTANT may employ such Sub-Consultants, as CONSULTANT deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: Agreement means this Agreement for Professional Services between CLIENT and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 6 of this Agreement.

Services: The services to be performed or furnished to CLIENT by CONSULTANT described in Exhibit A of this Agreement.

Contractor: The person or entity with whom CLIENT enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

CONSULTANT's Sub-Consultant: The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate engaged directly on the Project.

Reimbursable Expenses: The expenses incurred directly in connection with the performance or furnishing of services for the Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit B "Compensation".

SECTION 2 — PAYMENTS TO CONSULTANT FOR SERVICES & REIMBURSABLE EXPENSES

Compensation:

For CONSULTANT's services. CLIENT shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit B ("Compensation")

For Sub-Consultant's services. CLIENT shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants on the basis set forth in Exhibit B.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANTs Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices:

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amounts billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

Other Provisions Concerning Payments:

Unpaid Invoices. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANTs invoice therefore, CONSULTANT may, after giving seven day's written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages to CLIENT because of such suspension. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANTs Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for ail unpaid Reimbursable Expenses.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. These records will be available to CLIENT during CONSULTANTs normal business hours for a period of one (1) year after CONSULTANT's final invoice. Copies will be made available to CLIENT at cost upon request.

SECTION 3 —REQUIRED ADDITIONAL SERVICES

Additional Services:

Should the CLIENT request the CONSULTANT to provide and perform services for this project which are not set forth in Exhibit A, the CONSULTANT will provide and perform such Additional Services as may be agreed to in writing by both the CLIENT and CONSULTANT. Such Additional Services shall constitute a continuation of the services covered under this Agreement in accordance with the covenants, terms and provisions set forth in this Agreement and any amendment(s) thereto.

Additional Services shall be authorized as a Supplemental Agreement. The CONSULTANT will not provide or perform any additional services until a written Supplemental Agreement shall have been agreed to and executed

by both the CLIENT and CONSULTANT. Each Supplemental Agreement shall set forth a detailed description of (1) the scope of the additional services requested; and (2) the basis of compensation.

SECTION 4 — CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto:

Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONSULTANT's services for the Project.

Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by CLIENT. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the Project as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the CLIENT is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Permitting time frames which may have been explained either in writing or verbally are based largely on experience with permitting of similar projects. Actual permit time frames can vary greatly. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

Noting, monitoring and/or advising the CLIENT of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the CLIENTS project.

Provide, as may be required for the Project Accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as CLIENT may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

SECTION 5 — GENERAL CONSIDERATIONS

The obligation to provide further services under this Agreement may be terminated:

For Cause, by either party upon a thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such

notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

By CONSULTANT:

Upon seven (7) days written notice, if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the Project by CLIENT to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to CLIENT on account of such termination.

By CLIENT:

For convenience upon seven (7) days written notice to CONSULTANT, effective upon the receipt of CLIENT's notice by CONSULTANT.

Reuse of Documents:

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, shall retain sole ownership and property interest therein (including the right of use, reuse, or modification) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the occupancy of the Project by CLIENT and others provided however, that all compensation due CONSULTANT has been paid in full. Such documents are not intended or represented to be suitable for use, reuse or modification by CLIENT or others on extensions of the Project or on any other project Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to **CONSULTANT**, or to CONSULTANT's Sub-Consultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's Sub-Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

Insurance:

CONSULTANT shall maintain the following minimum insurance types and limits.

I.	Worker's Compensation:	Statutory Limits
	E.L. Each Accident	1,000,000
	E.L. Disease — Each Employee	1,000,000
	E.L. Disease — Policy Limit	1,000,000
2	General Liability (Occurrence):	
	Each Occurrence	1,000,000
	Fire Damage (any one fire)	50,000
	Medical Expense (any one person)	5,000
	Personal & Adv. Injury	1,000,000
	General Aggregate Products	1,000,000
	Completion	1,000,000

3.	Excess Umbrella Liability:		
	Each Occurrence:	\$	1,000,000
	Aggregate:	\$	1,000,000
4.	Automobile Liability:		
	Combined Single Limit		
	Each Accident	\$	1,000,000
5.	Professional Liability (Claims-made)	\$	1,000,000

CLIENT shall require their Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list CONSULTANT and CONSULTANT's Sub-Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor, with the exception of professional liability coverage.

At any time, CLIENT may request that CONSULTANT, at CLIENT's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by CLIENT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense, and this Agreement will be supplemented to incorporate these requirements.

Opinions of Probable Construction Cost:

CONSULTANT's opinions of probable Construction Costs, if provided, are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as a professional engineer or surveyor generally familiar with the construction industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable construction costs, CLIENT shall employ an independent cost estimator.

Betterment:

If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

Dispute Resolution:

CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both CLIENT and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the **CLIENT** and CONSULTANT.

Controlling Law:

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between CLIENT and CONSULTANT arising out of this Agreement, CLIENT and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in the county where CONSULTANT's principal place of business is located.

Force Majeure:

CONSULTANT is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT. In any such event, CONSULTANTS fees and schedule shall be equitably adjusted.

Successors and Assigns:

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither CLIENT nor CONSULTANT may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by CONSULTANT to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than CLIENT and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party, unless agreed in writing by CLIENT and CONSULTANT. The CLIENT agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

Consequential Damages:

To the maximum extent permitted by law, CONSULTANT and CONSULTANT'S officers, employees and sub-consultant's shall not be liable for CLIENT'S special, indirect or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict of statutory liability or any other cause of action. In order to protect CONSULTANT against indirect liability or third-party proceedings, CLIENT will indemnify CONSULTANT for any such damage.

Allocation of Risks-Indemnification:

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees from and against any and all claims, costs, losses and damages (to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Sub-Consultants in the performance and furnishing of CONSULTANT's services under this Agreement. This indemnification is subject to and limited by the paragraph entitled "CONSULTANT's Limited Liability" in this Agreement.

To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and agents and CONSULTANT's Sub-Consultants from and against any and all claims, costs, losses and damages caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's Sub-Consultants from and against all claims, costs, losses, and damages caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

CONSULTANT's Limited Liability:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$5,500.00.

SECTION 6 — EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) attached hereto and made a part of this Agreement:

Exhibit A	<input checked="" type="checkbox"/>	"Scope of Services"	Exhibit B	<input checked="" type="checkbox"/>	EZI "Compensation"
Exhibit C	<input checked="" type="checkbox"/>	"Construction Observation Services"	Exhibit D	<input checked="" type="checkbox"/>	"Special Provisions"

This Agreement (consisting of Pages I through 8, inclusive and the Exhibits identified above) constitutes the entire Agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument signed by CLIENT and CONSULTANT.

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT'S legal representative, I have read, understand and agree to the business terms and conditions contained herein, including the CONSULTANTS Limited Liability printed on Page 7 of this Agreement.

CLIENT:

CONSULTANT:

KEY MARCO HOMEOWNERS ASSOCIATION

JOHNSON ENGINEERING, INC.

Signature

Signature

By: Katie Maline
Name Typed or Printed

By: Lonnie V. Howard
Name Typed or Printed

Title: Manager

Title: President

Address for giving notices:

Address for giving notices:

Key Marco Homeowners Association

Johnson Engineering, Inc.

505 Whiskey Creek Drive

Post Office Box 1550

Marco Island, Florida

Fort Myers, Florida 33902-1550

Phone: (239) 394-4346

Phone: (239) 334-0046

Fax: -

Fax: (239) 334-3661

Email katiemamerkeyrnc.ohoa.org

Email: LVH@johnsoneng.com

ATTEST:

Secretary ()

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Name typed, printed or stamped (Seal)

Exhibit A

Exhibit A consisting of one (1) page referred to in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated February_____, 2018.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
CLIENT _____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

Key Marco Homeowners Association has requested Consultant provide engineering services on an as needed basis.

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the Key Marco projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Key Marco Homeowners Association or their Manager.
 - iii. Any other items requested by the Key Marco Homeowners Association or their Manager.
- b. Engineer shall, when authorized by the Key Marco Homeowners Association or their Manager, provide general services related to construction of any Key Marco projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of Key Marco projects, as directed by Key Marco Homeowners Association or their Manager.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the Key Marco Homeowners Association, or their Manager.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between Key Marco Homeowners Association or their Manager and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Key Marco Homeowners Association or their Manager.

SUB-CONSULTANT SERVICES:

Upon request by Key Marco Homeowners Association or their Manager.

Exhibit B

Exhibit B consisting of two (2) pages referred to in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated February _____ 2018.

Initial:
CLIENT _____
CONSULTANT _____

COMPENSATION

Definitions:

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of compensation for such Services, and either CLIENT shall accede to such compensation exceeding said estimated amounts or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the CLIENT shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS: T&M)
1	General engineering	\$5,000.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$5,000.00	T&M

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the CLIENT shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS: T&M)
1	As requested/needed	\$	
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		\$	

For reimbursable expenses of CONSULTANT, the CLIENT shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if (T&M)	FEE TYPE (LS: T&M)
Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	\$5,000.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$5,000.00	T&M
TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$5,500.00	T&M

**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE**

Effective November 1, 2017

Professional

9	\$230
8	\$210
7	\$190
6	\$170
5	\$150
4	\$135
3	\$125
2	\$110
1	\$100

Technician

6	\$140
5	\$120
4	\$100
3	\$85
2	\$70
1	\$60

Administrative

3	\$80
2	\$70
1	\$60

Field Crew

4-Person	\$200
3-Person	\$170
2-Person	\$135

Equipment

StarVac Truck	\$120
Hydrographic Survey Equipment	\$100
20' Skiff	\$20
Jon Boat	\$10

Other Equipment on Separate Schedule

Expert Witness **\$275**

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

Construction Engineering and Inspection

(CEI) Services

CEI Services Manager	\$160
CEI Senior Project Administrator	\$140
CEI Project Administrator	\$125
Contract Support Specialist	\$110
Senior Inspector	\$100
CEI Inspector III	\$90
CEI Inspector II	\$80
CEI Inspector 1	\$70
Compliance Specialist	\$80
CEI Inspector's Aide	\$60

PROFESSIONAL SERVICES

Exhibit C

Exhibit C consisting of three (3) page(s) referred to in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated February_____, 2018.

Initial:

CLIENT _____

CONSULTANT _____

CONSTRUCTION OBSERVATION SERVICES

General Administration of Construction Contract:

CONSULTANT shall consult with and advise CLIENT and act as CLIENT's representative as provided in the Standard General Conditions of the Construction Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as CONSULTANT may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

Visits to Site and Observation of Construction: In connection with observations of the work of Contractor while it is in progress:

CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as a design professional the general progress and quality of the various aspects of Contractor's work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and CONSULTANT shall keep CLIENT informed of the progress of such work. The responsibilities of CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations; Field Orders: CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Change Orders and Work Change Directives: CONSULTANT shall recommend Change Orders and Work Change Directives to CLIENT as appropriate, and shall prepare Change Orders and Work Change Directives as required.

Shop Drawings: CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the design information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety

PROFESSIONAL SERVICES

precautions and programs incident thereto. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate the CONSULTANT has reviewed the entire assembly of which the item is a component. CONSULTANT shall not be responsible for any deviations from the Contract Documents not brought to the attention of the CONSULTANT in writing by the Contractor. CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: CONSULTANT may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.

Disagreements between Client and Contractor: CONSULTANT shall render the initial decisions on all claims of CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

CONSULTANT shall determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CLIENT, based on such observations and review, that to the best of CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the design information Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the CONSULTANT's recommendations), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment CONSULTANT shall not thereby be deemed to have represented that on-site observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment (including final payment) will impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: CONSULTANT shall receive, review and transmit to CLIENT with written comments maintenance and operating instructions, schedules, Guarantees Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked up record documents (including Shop Drawings, Samples and marked-up record Drawings) which are to

PROFESSIONAL SERVICES

be assembled by Contractor in accordance with the Contract Documents to obtain final payment. CONSULTANT's review of such documents will only be to determine generally to the best of CONSULTANT's knowledge, information and belief that their content complies with the requirements of (and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with) the Contract Documents.

Substantial Completion: Following notice from Contractor that Contractor considers the entire work ready for its intended use, CONSULTANT and CLIENT, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of CLIENT, CONSULTANT considers the work substantially complete, to the best of CONSULTANT's knowledge, information and belief per the conditions above, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and Contractor.

Final Notice of Acceptability of the Work: CONSULTANT shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the work is acceptable (subject to the provisions of the preceding paragraphs) to the best of CONSULTANT's knowledge, information and belief and based on and limited the extent of the services performed and furnished by CONSULTANT under this Agreement.

Limitation of Responsibilities: In addition to the limitation of responsibilities of CONSULTANT as detailed in this Agreement, CONSULTANT shall not supervise, direct or have control over Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by Contractor nor for Contractor's safety, precautions or programs in connection with the work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents. CONSULTANT shall not be responsible for any acts or omissions of Contractor, Sub-Contractor, any entity performing any portions of their work, or any agents or employees, if any of them. CONSULTANT does not guarantee the performance of Contractor and shall not be responsible for Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Duration of Construction Phase: The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon the earlier of 30 day(s) after commencement or the written recommendation by CONSULTANT of final payment unless otherwise agreed to by the CONSULTANT and CLIENT in writing.

Key Marco CDD
 c/o Katie Maline
 505 Whiskey Creek Drive
 Marco Island FL 34145

Attn: Katie Maline

Gen Rep

SENT VIA EMAIL TO: katie@managerkeynnarcohoa.org

Fees

02/01/2018	GLU	Review email correspondence from Inframark on accounting services agreement document revisions; Prepare redline; Initial review	81.25
02/06/2018	GLU	Review and respond to email correspondence from Katie Maline on FEMA request for information and on public bidding for project; Review and respond to email correspondence from Katie Maline	130.00
02/07/2018	GLU	Exchange email correspondence with Katie Maline regarding meeting to discuss pending issues (no charge)	
02/08/2018	GLU	Telephone conference with Katie Maline regarding RFP matters and FEMA matters; Mark-up RFP and draft memo to Katie Maline on RFP structure; Prepare transmittal to Katie Maline	325.00
	GLU	Review and respond to email correspondence from Katie Maline on Inframark agreement; Review Inframark contract revisions; Review and respond to email correspondence from Bob Konar; Draft email correspondence to Katie Maline with comments	162.50
	GLU	Review files and pull deed and plat relating to roads; Review files on post orders; Draft email correspondence to Katie Maline on documents relating to roads; Review and respond to email correspondence from Katie Maline	227.50
02/14/2018	GLU	Review and respond to email correspondence from Katie Maline on question relating to audit response (no charge)	
	GLU	Review updated public records policy; Research regarding policy matters; Draft revisions to public records policy; Draft email correspondence to Chair and Manager on same	325.00
	GLU	Review agenda materials and prepare for Board of Supervisors meeting	81.25
02/15/2018	GLU	Attendance at Board of Supervisors meeting	975.00
	GLU	Finalize draft of contract acceptable to Board; Draft email correspondence to Inframark with proposed revisions to Agreement and final draft; Draft email correspondence to Manager and Chair on correspondence	130.00
02/18/2018	GLU	Review and respond to email correspondence from Mike Alpago regarding proposed revisions to Inframark contract	32.50
	GLU	Review email correspondence from Katie Maline on proposed RFP for streetlights;	

Key Marco CDD
 do Katie Maline
 505 Whiskey Creek Drive
 Marco Island FL 34145

Attn: Katie Maline

Gen Rep

SENT VIA EMAIL TO: katieamanagerkeymarcohoa.org

Fees

01/02/2018	GLU	Review and respond to email correspondence from Katie Maline on AJC contract; Continue revisions to Inframark agreement and finalize draft	137.50
01/04/2018	GLU	Review and respond to email correspondence from Katie Maline on Inframark contract and revised version relating to the same	55.00
01/08/2018	GLU	Telephone conference with Katie Maline on Inframark and public records matters; Review and respond to email correspondence from Katie Maline on Inframark agreement; Draft email correspondence to Bob Koncar and Alan Baldwin regarding agreement revisions; Exchange email correspondence with Katie Maline on public records; Draft email correspondence to Gerry Tsandoulas to respond to public records request; Exchange email correspondence with Katie Maline on request; Draft email correspondence to Gerry Tsandoulas on responsive records	247.50
01/09/2018	GLU	Review and respond to email correspondence from Gerry Tsandoulas regarding tax roll records; Review and respond to email correspondence from Katie Maline on same	82.50
01/15/2018	GLU	Review and respond to email correspondence from Charlie Ferris on audit response request; Draft email correspondence to Chairman and Manager on the request	27.50
01/17/2018	GLU	Review agenda and prepare for Board of Supervisors meeting; Follow-up with Katie Maline regarding accounting services agreement	110.00
01/18/2018	GLU	Attendance at Board of Supervisors meeting	687.50
01/22/2018	GLU	Review audit response request; Internal review; Draft audit response letter	110.00
01/23/2018	GLU	Initial review of RFP; Review statute regarding the same	206.25
01/24/2018	GLU	Review issues and matters relating to proposed RFP for street lighting	220.00
		Professional Fees through 01/31/2018	<hr/> 1,883.75
		Total Current Work	1,883.75

Payments

Balance Due

\$1,883.75

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