Board of Supervisors

Thursday, September 3, 2026 - 3:00 PM
Gateway Services CDD Offices - Meeting Room, located at 13240 Griffin Drive, Fort Myers, FL 33913-7956

Click on the below link to listen to the meeting:
https://www.youtube.com/@GSCDD/streams

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF FINAL AGENDA**
5. **PUBLIC COMMENT**
6. **LOCAL ACHIEVEMENTS AND RECOGNITIONS**
   - **A.** Gateway Student Recognition - Cooper LaSalle & Linzy Catalano
7. **ADVISORY COMMITTEES ITEMS AND REPORTS**
8. **APPROVAL OF MINUTES**
   - **A.** August 20, 2026 Board of Supervisor Meeting Minutes
9. **CONSENT AGENDA ITEMS**
   - **A.** Series 2023-1 & 2023-2 Bond Disbursement Request 16
   - **B.** Fire Hydrant Painting Contract
10. **DISTRICT ENGINEER**
    - **A.** Draft Supplemental Engineers Report - 2026 Bond Series
11. **ADMINISTRATIVE AGENDA ITEMS**
    - **A.** Draft Assessment Methodology - 2026 Bond Series
    - **B.** Update on Financing of 2026 Bond Projects - Financing and Approval of Pinnacle Financial Partners, d/b/a Synovus Bank, Term Sheet
    - **C.** Lee County Public Hearing Notice - Alessio Air Commerce Park
12. **DISTRICT MANAGER ITEMS**
    - **A.** FPL's Orange River Puma Project Update
13. **DISTRICT ATTORNEY ITEMS**
14. **FUTURE BOARD BUSINESS**
    Next scheduled meeting: October 1, 2026
    - **A.** Agenda Management
15. **SUPERVISOR COMMENTS AND REPORTS**

At times, members of various committees established by the Board of Supervisors (BOS) may be present at meetings of the BOS and the members of those committees may participate at meetings of the BOS as to matters being heard by the BOS. Such committees include, but are not limited to: Pelican Preserve Advisory Committee, Parks and Recreation Advisory Committee and any other committee or subcommittees that may be established by the BOS of the District. Further, at times, members of the BOS and members of various committees or subcommittees may be present at and may participate at meetings of other committees or subcommittees.

16. ADJOURNMENT

At times, members of various committees established by the Board of Supervisors (BOS) may be present at meetings of the BOS and the members of those committees may participate at meetings of the BOS as to matters being heard by the BOS. Such committees include, but are not limited to: Pelican Preserve Advisory Committee, Parks and Recreation Advisory Committee and any other committee or subcommittees that may be established by the BOS of the District. Further, at times, members of the BOS and members of various committees or subcommittees may be present at and may participate at meetings of other committees or subcommittees.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 6.A**

Gateway Student Recognition - Cooper LaSalle & Linzy Catalano

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Board of Supervisors to recognize the students of the month, for the Elementarys and the High Schools, and award with a certificate.

Why the action is necessary:

This is a great way to connect the community with the four Gateway Schools.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
LOCAL ACHIEVEMENTS AND RECOGNITIONS	Administrative Agenda Items	Georgia Johnson

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5. **Background**:

Ms. Amber Jensen, Head of Charter Schools, contacted Gateway to consider partnering to recognize two students from each of the four Gateway schools for academics and good character at our Board meetings.

Attachments:

None.

Financial Impact:

None.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 8.A**

August 20, 2026 Board of Supervisor Meeting Minutes

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Review and approve the minutes.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
APPROVAL OF MINUTES	Administrative Agenda Items	Georgia Johnson

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Attachments:

1. 2026.08.20_BOS_Meeting_Minutes_-DRAFT-GJ-AP w-Mr. Seniors public comment.pdf

7. **Staff Recommendations**:

Approve the August 20, 2026 Board of Supervisor Meeting Minutes

MINUTES OF MEETING
GATEWAY SERVICES
COMMUNITY DEVELOPMENT DISTRICT

DRAFT

A regular meeting of the Board of Supervisors of the Gateway Services Community Development District (GSCDD) was held on Thursday, August 20, 2026, and called to order at approximately 3:00 p.m. via a hybrid meeting procedure that included media technology communications using "YouTube", https://youtu.be/GZ6Sx92TwD0, and in-person attendance at the GSCDD Office meeting room located at 13240 Griffin Drive, Fort Myers, FL 33913.

1. CALL TO ORDER

Mrs. Walsh called the meeting to order at 3:01 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Board Members

Flavia Walsh *(in person)*	Chair
Ed Tinkle *(in person)*	Vice-Chair
Doug Banks *(in person)*	Assistant Secretary
Bob Geppert *(remote)*	Assistant Secretary
Carol Pankau *(in person)*	Assistant Secretary

Staff Present

Anthony Pires Jr.	District Counsel
Chelsea O'Riley	District Manager
Laura LeRoy	Assistant District Manager
Bill Shaw *(remote)*	Utilities Director
Paul Flores *(remote)*	Public Works Director
Austin Minoli *(remote)*	Utilities Assistant Manager
Leslie Rechtorovic *(remote)*	Utilities Billing Manager
Georgia Johnson *(remote)*	Administrative Specialist

Guests Present

Stephen Bloom	VP, Finance, Inframark
Mason Lundquist *(remote)*	District Engineer, Tetra Tech
Eric Fey *(remote)*	District Engineer, Tetra Tech
Several Guests and Residents	

A physical quorum was established consisting of Supervisors Walsh, Tinkle, Banks, and Pankau. Mr. Geppert participated remotely.

> On MOTION by Mrs. Pankau seconded by Mr. Tinkle with all in favor, Mr. Geppert was authorized to fully participate in the meeting remotely due to exceptional circumstances. Motion passed 4-0.

4. APPROVAL OF FINAL AGENDA

> On MOTION by Mrs. Pankau seconded by Mr. Tinkle, with all in favor, the Final Agenda was approved. Motion passed 4-0.

5. PUBLIC COMMENT

Rod Senior, Gateway Greens

Mr. Senior passed out a handout and requested more detailed management accounting for the Gateway Commons Pool and Soccer Complex, including allocated operating and capital costs, revenues, and resident versus non-resident usage. Mr. Senior also requested that the District directly collect user fees for all amenities, including lessons, leagues and non-resident users and questioned the usage assumptions supporting recreational investments. *(Mr. Senior's handout is attached to these minutes)*

Terry Nelson, Hampton Park

Mr. Nelson thanked the District for its support regarding the proposed FPL transmission line and requested approval of a letter to FPL. Mr. Nelson emphasized continued oversight and the community position of "no clear cutting."

Cheryl Moliterno

Ms. Moliterno commented on the adopted non-resident amenity fee, dog park access, and paid parking. Staff clarified that the non-resident fee provides access to multiple District amenities, that active dog park memberships would continue through expiration, and that renewal options would be communicated to users. Ms. O'Riley clarified there are 84 residents and 25 non-residents dog park users. The new Commons pass access card is good for all GSCDD amenities, including the dog park.

Kathleen DeCorte, Marina Bay

Ms. DeCorte commented on the dog park fees. She has been a long-time, non-Gateway resident member of the dog park. She is requesting the Board to consider having a stand-alone dog park membership.

Mrs. Walsh responded that no action could be taken regarding the dog park and fees as it wasn't on the agenda and the new Fee Schedule was adopted on August 6, 2026.

6. LOCAL ACHIEVEMENTS AND RECOGNITIONS

None.

7. ADVISORY COMMITTEES ITEMS AND REPORTS

A. Parks and Recreation Advisory Committee Monthly Report

B. Pelican Preserve Advisory Committee Monthly Report

> On MOTION by Mrs. Pankau seconded by Mr. Tinkle, with all in favor, Agenda Items 7A and 7B were approved. 5-0

8. APPROVAL OF MINUTES

A. June 8, 2026 Ponds Meeting Minutes

B. June 11, 2026 Pelican Preserve Advisory Committee Meeting Minutes

C. July 9, 2026 Pelican Preserve Advisory Committee Meeting Minutes

D. August 6, 2026 Board of Supervisor Workshop and Meeting Minutes

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, Agenda Items 8A through 8D were approved. 5-0.

9. CONSENT AGENDA ITEMS

A. Resolution 2026-19: Update to the Establishment of Goals and Objectives

B. State Revolving Fund (SRF) WW360491 (Lower Hawthorn Well and Generator) Loan Amendment 3

C. MBS Capital Markets to Raymond James Merger - Investment Banking Agreement

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, Consent Agenda Items 9A through 9C were approved. 5-0.

Mr. Geppert commented, for the record, in response to a public comment, Pelican Preserve residents are paying into Parks and Recreation now, so should be considered Gateway residents.

10. DISTRICT ENGINEER

A. Tetra Tech Project(s) Update

Mr. Lundquist and Mr. Fey provided updates on the Tetra Tech projects as presented in the agenda packet. Questions were asked regarding the Admin Building and the Commons Park. Mr. Fey responded that the substantially completed date is October 23, 2026 and the final completion date is November 20, 2026. Ms. O'Riley added that O.A.K. is working on a temporary certificate of occupancy (TCO) to get in by the end of October. Actual liquidated damages will be charged to O.A.K. including rental of working space.

11. ADMINISTRATIVE AGENDA ITEMS

None.

12. DISTRICT MANAGER ITEMS

A. Monthly Reports

Administrative Monthly Report

The Board and staff discussed the Gateway dog park and Commons memberships and if Gateway could have a separate dog park-only membership. Ms. O'Riley discussed how staff currently requires vet records and if we should do away with record keeping. Mr. Tinkle inquired if dog park members are permitted to bring guests with their dogs into the dog park. Ms. O'Riley explained that guests dogs are not permitted unless the guest has completed the application process and submitted current veterinary records for their dog's.

Ms. O'Riley reported that registration for Gateway residents for Premium Parking started today, 8/20/2026. Discussion ensued.

Ms. O'Riley distributed a handout regarding the landscaping at the Commons, that was missed in the original design due to a change that was made by the Board. Options are to lay asphalt for approximately $40,000 or install irrigation for approximately $11,000. The area includes 78 parking spots.

> On MOTION by Mrs. Pankau, seconded by Mr. Banks, with all in favor, staff was authorized to pave and stripe the designated green parking areas at a cost not to exceed $50,000. Approved 5-0.

Mrs. Pankau inquired about the status of league registrations. Ms. LeRoy reported that registration through CivicRec opened on August 12, 2026, approximately one week ago. She also noted that one league has elected not to reserve fields through Gateway this season. Mr. Banks suggested that Parks and Recreation reach out to leagues in Collier County to inform them that there is field availability at the Sherman Soccer Complex and that reservations are currently being accepted.

Public Works Monthly Report

Mrs. Walsh inquired if Veterans have to register for Premium Parking. Staff answered yes.

Mr. Tinkle requested that staff inspect the ponds and install additional stone where needed while the areas remain under warranty. Mr. Flores responded that this has been added to the department's work plan

Mr. Tinkle raised a question regarding the Gateway Greens sewer issue and asked when the last sewer line cleaning had been performed. Ms. O'Riley stated she would consult with Tetra Tech and report back with the requested information.

Mr. Tinkle inquired about the maintenance plan for the curbs and gutters within Gateway Greens. Mr. Flores responded that the work would be performed by District staff.

Utilities Monthly Report

Mrs. Pankau inquired about the meter replacement project and asked for additional details regarding the reported 98.77% completion rate. Mr. Shaw responded that crews are currently finalizing work at the remaining commercial properties and addressing residential locations that have presented installation challenges.

Mr. Tinkle expressed concern regarding incomplete work in Gateway Greens, noting that work at the community's main entrance has remained unfinished for more than three months. He requested that this be addressed as soon as possible.

Mr. Shaw stated that, barring any unforeseen circumstances, the meter replacement project is expected to be completed by the end of 2026.

Mrs. Pankau inquired about the increase in leak and high-water usage notifications, noting that the number of notifications has more than doubled compared to the previous year. This is due to more accurate meter readings. Mrs. Pankau also asked how customers are being notified and encouraged staff to be mindful and courteous when communicating these notices to residents. Mr. Shaw responded that Ms. Rechtorovic would be better suited to address the customer notification process and provide additional details.

Mr. Tinkle inquired about the fire hydrants and the maintenance of them. Ms. O'Riley answered South Trail Fire Department is responsible for maintaining the operation of the fire hydrants. Gateway Services is responsible for the aesthetics of them. Ms. O'Riley responded they got a quote to have the fire hydrants painted and will add that to the next Board agenda.

B. FPL Project Update

Ms. O'Riley provided an update on the draft letter to FPL and requested the Board's approval to proceed. Mrs. Walsh proposed several revisions after discussion with the Board and Hampton Park residents. Recommended changes included adding a request for a town hall meeting, replacing the word "coordinating" with "communicating," and revising the reference "stakeholders." Following Board consensus on the proposed edits, Ms. O'Riley stated the revised letter would be sent on August 21, 2026.

13. DISTRICT ATTORNEY ITEMS

A. District Attorney Project List Update

Mr. Pires provided updates on the projects and tasks as presented in the agenda packet. He reported the Fairway Lakes Office Park Association is in the process of being reconstituted and reinstated. As part of that effort, the Association has petitioned the court for the release of more than $200,000 currently held in the court registry related to the acquisition of a parcel of property. Mr. Pires further noted that Lee County is not issuing

building permits within the office park as of April 2026 because there is no active association in place to oversee and maintain the common infrastructure and property.

Mr. Tinkle inquired about the liquidated damages provisions contained in the O.A.K. contract and requested additional information. In response, Mr. Pires reviewed the contract, outlining the damages that may be recoverable under the agreement. He concluded by noting that the District has an opportunity to pursue and assert actual damages, as appropriate. Ms. O'Riley stated she would provide the Board with a copy of the letter sent to O.A.K., along with the company's response.

B. Contingency Fee Agreement Related to Claims Associated with Sewer Main Line Breach by Excavator

The Board considered the proposed contingency fee agreement.

> On MOTION by Mrs. Pankau, seconded by Mrs. Walsh, with all in favor, the contingency fee agreement related to the sewer main line breach was approved. 5-0

14. FUTURE BOARD BUSINESS

The next scheduled meeting is September 3, 2026.

A. Agenda Management

The Board reviewed Agenda Management.

The Board recessed at 4:47 p.m. and will reconvene at 6:00 p.m. for the Public Hearings.

15. PUBLIC HEARINGS

A. Public Hearing to Consider Adoption of FY2026/2027 Budget and Consider Approval and Adoption of Resolution 2026-20 - Adopting the District's FY2026/2027 Budget

Mrs. Walsh announced the meeting is back in session, time being 6:00 p.m.

For the record, the affidavits of publications and the mailings have been received and are posted in the agenda packet.

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, Mr. Banks and Mr. Geppert were authorized to fully participate in the meeting remotely due to exceptional circumstances. Motion passed 3-0.

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, the Public Hearing, to Consider Adoption of FY2026/2027 Budget and Consider Approval and Adoption of Resolution 2026-20 - Adopting the District's FY2026/2027 Budget, was opened. Motion passed 5-0.

PUBLIC COMMENT

Darwin Larson commented on the recently installed parking signs. Mr. Larson inquired about how parking regulations would be monitored and enforced. He also expressed concerns about District expenditures and stated that he would like to see assessments reduced.

Mrs. Walsh responded that several of the parking signs would be removed, noting that the number of signs installed was excessive for the eleven available parking spaces. Regarding enforcement, she explained that both Premium Parking and District staff would be responsible for monitoring the parking areas.

Ms. O'Riley addressed Mr. Larson's concerns regarding costs, explaining that there was no expense to the District for implementing the Premium Parking program. She noted that parking revenue would be shared under an 80/20 agreement, with 80% of the revenue allocated to the District. She further stated that the revenue generated would help offset operational expenses associated with District facilities.

Mrs. Walsh encouraged Mr. Larson to identify specific budget line items he believes could be reduced during the Board's budget review process.

Discussion also occurred regarding the fountain. It was noted that the fountain was constructed as part of a Lee County project and was funded by the County. The District supported installation of the fountain as an alternative to a traffic signal. Following the initial one-year period, responsibility for ongoing maintenance costs was transferred to the District.

Ms. LeRoy read into the record the letter from Mr. Rod Senior that he read earlier during the regular Board meeting today. *A copy of his letter will be included with today's meeting minutes*.

Judy Peek inquired about the number of District employees and was informed by Ms. LeRoy that the District currently employs 34 staff members. Ms. Peek expressed concern that the District may be overstaffed and overspending, and suggested that expenditures and staffing needs should be reviewed more closely.

Mrs. Walsh responded that the District and the Gateway community have experienced significant growth over the past 34 years, noting that rezoning decisions are made by Lee County. She asked Ms. Peek to identify specific positions she believed could be eliminated and provided additional context regarding the need for and development of the District's new office building.

Mr. Tinkle commented that this marks the first time in his 11 years of service on the Board that the proposed assessment increase has been less than 1%. He stated that both the Maintenance and Utility departments remain consistently occupied with operational responsibilities. Mr. Tinkle noted that the Parks and Recreation Department may warrant additional review and indicated that the Board would evaluate related costs during next year's budget process, including consideration of whether certain amenities or facilities should remain open.

It was reported by Mr. Paniagua that there were no attendees present at the overflow location, therefore no comments from that location.

There were no other comments from the audience.

Mr. Bloom, the vice president of Finance for Management services (finance director) from Inframark, lead the Board and public through the fiscal year 2027 Budget presentation.

The Board commended Mr. Bloom for the efforts he put forth in the FY2027 Budget. Mrs. Walsh opened the Public Comments up.

Mr. Larson commented on the Parks and Recreation portion of the budget. Ms. O'Riley responded to him.

He also inquired about the $40,000 projected for parking. Mrs. Walsh responded to him on how they acquired that number.

Mrs. Walsh stated that Gateway residents are currently subsidizing non-Gateway residents. That is the reason for raising the fees for non-Gateway residents.

Steve Kennedy, Hampton Park, gave the Board kudos for keeping the budget below 1%.

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, closing the public hearing was approved. 5-0

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, Resolution 2026-20 adopting the FY2026/2027 budget, Version 5, was approved. 5-0

B. Public Hearing to Consider FY2026/2027 Non-Ad Valorem Special Assessments and Adoption of Resolution 2026-21

> On MOTION by Mrs. Pankau, seconded by Mr. Geppert, with all in favor, the Public Hearing, to Consider FY2026/2027 Non-Ad Valorem Special Assessments and Adoption of Resolution 2026-21, was opened. Motion passed 5-0.

PUBLIC COMMENT

None

> On MOTION by Mrs. Pankau, seconded by Mrs. Walsh, with all in favor, closing the Public Hearing was approved. 5-0.

> On MOTION by Mrs. Walsh, seconded by Mr. Tinkle, with all in favor, Resolution 2026-21, including Exhibits A and B, was adopted. 5-0.

On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, to reconsider Resolution 2026-20. Approved. 5-0.

Mr. Bloom noted the numbers to be inserted in Resolution 2026-20 are as follows:

TOTAL GENERAL CAPITAL PROJECTS FUND(S): $18,116,251

TOTAL DEBT SERVICE FUND: $2,947,688

TOTAL ENTERPRISE FUND $13,293,893

TOTAL ALL FUNDS: $34,357,833

On MOTION by Mrs. Walsh, seconded by Mr. Tinkle, with all in favor, adopting the revised Resolution 2026-20 with the numbers as reported, was approved. 5-0.

16. SUPERVISOR COMMENTS AND REPORTS

Mrs. Walsh extended her gratitude to Mr. Pires, Mr. Bloom, staff, and residents involved with all the budget meetings.

17. ADJOURNMENT

On MOTION by Mr. Tinkle, seconded by Mrs. Pankau, with all in favor, meeting adjourned at 7:04 p.m. 5-0.

Adopted_____with/without changes. Motion by: _____

(DATE)

Vote: _____ Signature _____

- End of document

TO BE READ INTO THE RECORD FOR THE PUBLIC HEARING AT 6pm Thanks Rod

August 20, 2026
Rod Senior, Gateway Greens

PUBLIC HEARING ON 2027 BUDGET

Our 2027 Financial Accounts don't tell the whole story. What's missing are useful Management Accounts.

The attached handout was distributed at the 3pm public comments.

The handout shows a snapshot business model for the Commons Pool and Soccer Complex that was created by Stephen Bloom at my request when I was on this board in 2016. It shows Revenues matched against allocated Operating and Capital Costs. One metric that is missing is the number of Gateway and Non-Gateway users. If you don't know who is using our amenities, or the allocated costs and revenues, you just can't manage your business. It isn't easy from the current financial accounts to figure out what the true direct and indirect costs are for the Commons Pool and Soccer Complex. Two weeks ago, Supervisor Ed Tinkle asked why the Commons Pool operating cost was showing only $112,000 on page 6 of the 2027 budget. The answer is that you have to play hide and seek to find the other missing costs, eg. staffing, landscaping, insurance, and security. The current financial accounting format is therefore not useful.

I hereby request the District to direct Stephen Bloom to reinstate this Management Accounting page as a supplement to the set of accounts and to include number of Gateway and Non-Gateway users for the Commons Pool, Soccer Complex, and the additional amenities being built at the new Park.

Was a business case made before investing $1.5m in Pickleball, Bocce Ball, Basketball, and Padel Ball courts? Where are the usage projections to justify this investment? Or are we hoping that 'If we build it, they will come'?

Here are some usage metrics that we know –

COMMONS POOL:	800 pool passes representing 13% of Gateway homes.
SOCCER:	300 Gateway kids representing 5% of Gateway homes.

These are unacceptably low usage rates and do not justify continuing to commit Gateway Taxpayers' money to these amenities, notwithstanding our liability exposure.

What is your acceptable usage hurdle rate for the new amenities that you are building at Gateway Commons. Is it 10%, 25%, or 50% of Gateway homes? How can you invest before agreeing on this vital metric?

USER FEES

The new Administration Building provides an opportunity for the District to set up a PayPoint for all paying users of our Parks and Recreational amenities, including lessons, leagues, and non-resident users. We should not allow vendors to control the revenue stream. It is a District facility and end users should pay directly to the District in the form of credit card or digital pay – no cash. Controlling the money puts the District in the driving seat. This shift in mindset should also extend to the Commons Pool and the Soccer Complex.

For years, the Soccer Complex has been a huge cash drain on the District. The predominant user is Gateway Soccer Association where 800 kids pay $400/yr over two seasons. That is $320,000 in revenue from families that should flow to the District and not the Soccer Association. The taxpayers are footing the bill to maintain the fields, the floodlights, and face substantial liability exposure. As it stands, the field rental barely covers half of the true annual Operating and Capital Costs. With the District controlling the money, both revenues and costs are then transparent and allows a reasonable contract to be negotiated, in the daylight, without requiring vendor Financial Disclosure.

I hereby request the District to set up a PayPoint and agree on a policy of collecting money from all end users of our Parks and Recreational amenities, including all users of the Soccer Complex in advance of the 2027 Fall Soccer season.

Gateway Services Community Development District

Parks & Recreation Department

Cost Allocation by Service Type

For the Period Ending August 31, 2015

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Budget	Year to Date Actual	% of Annual Budget	Cost Allocation by Service Type: Pool	Soccer Complex	All Other
Revenue							
Soccer Park Use	35,000	32,083	18,934	54.1%	-	18,934	-
Dog Park Revenues	3,500	3,208	3,343	95.5%	-	-	3,343
Total Revenue	**38,500**	**35,291**	**22,277**	**22.5%**	**-**	**18,934**	**3,343**
Expenditures							
Personnel Services							
Department Payroll	76,997	70,581	65,294	84.8%	63,846	-	1,448
Other Allocated Payroll	-	-	26,214	N/A	2,406	19,668	4,140
Payroll-Proposed Staffing	48,450	44,413	-	0.0%	-	-	-
Total Personnel Services	**125,447**	**114,993**	**91,507**	**22.5%**	**66,251**	**19,668**	**5,588**
Operating Expenses							
Telephone and Fax Services	1,350	1,238	1,264	93.6%	1,264	-	-
Utility Services	79,000	72,417	62,387	79.0%	2,644	59,743	-
Insurance	12,500	12,500	10,584	84.7%	5,027	5,027	529
Contractual Landscaping Maint.	112,120	102,777	81,410	72.6%	-	81,410	-
Maintenance & Repairs	40,000	36,667	86,821	217.1%	35,222	26,984	24,615
Operating Supplies	10,000	9,167	6,662	66.6%	6,662	-	-
Op Supplies - Pool Chemicals	6,500	5,958	6,967	107.2%	6,967	-	-
Propane /Natural Gas	36,400	33,367	48,599	133.5%	48,599	-	-
Contracts-Security Services	500	458	-	0.0%	-	-	-
Dog Park	5,000	4,583	1,469	29.4%	-	-	1,469
Holiday Lighting & Decorations	12,500	12,500	15,091	120.7%	-	-	15,091
Misc-Special Events	7,500	6,875	1,483	19.8%	-	-	1,483
Miscellaneous Services	1,000	917	4,421	442.1%	-	3,130	1,291
Total Operating Expenses	**324,370**	**299,424**	**327,158**	**100.9%**	**106,386**	**176,294**	**44,478**
Capital Expenses							
Pool Rehabilitation	56,000	51,333	-	0.0%	-	-	-
Stadium Lighting Replacement	84,000	77,000	-	0.0%	-	-	-
Soccer Restroom Renovation	-	-	11,894	N/A	-	11,894	-
Total Capital Expenses	**140,000**	**128,333**	**11,894**	**8.5%**	**-**	**11,894**	**-**
Total Expenditures	**589,817**	**542,750**	**430,560**	**73.0%**	**172,637**	**207,856**	**50,066**
Net Cost of Parks & Rec. Activities	**551,317**	**507,459**	**408,283**	**74.1%**	**172,637**	**188,922**	**46,723**

Gateway Services Community Development District
Agenda Item Summary **Blue Sheet Number: 9.A**

Series 2023-1 & 2023-2 Bond Disbursement Request 16

1. **Requested Motion**: **Meeting Date**: September 3, 2026
Approve the disbursements of $32,259.94 from the Pelican Preserve Series 2023-2 Bond and $573,566.15 from the Gateway Series 2023-1 Bond (total $605,826.09) for expenses incurred from June 2026 through August 2026 and authorize the District Manager or designee to take appropriate action.

Why the action is necessary:
The money has been spent from District bank accounts and needs to be replenished.

2. **Agenda**: CONSENT AGENDA ITEMS

3. **Requirement/Purpose**: Consent Agenda Items

4. **Submitter of Information**: Laura LeRoy

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5. **Background**:
These bond related expenses have been paid using District bank accounts and need to be replenished.

Attachments:
1. GSCDD 2023-1 Disbursement Request 16.pdf
2. GSCDD 2023-2 Disbursement Request 16.pdf

Financial Impact:
$32,259.94 from the Pelican Preserve Series 2023-2 Bond and $573,566.15 from the Gateway Series 2023-1 Bond (total $605,826.09)

6. **Alternative Action**:
Do not approve.

7. **Staff Recommendations**:
Approve the disbursements of $32,259.94 from the Pelican Preserve Series 2023-2 Bond and $573,566.15 from the Gateway Series 2023-1 Bond (total $605,826.09) for expenses incurred from June 2026 through August 2026 and authorize the District Manager or designee to take appropriate action.

REQUISITION

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023-1
(GATEWAY ASSESSMENT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Gateway Services Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 16

(B) Name of Payee: Gateway Services CDD

(C) Amount Payable: $ 573,566.15

[Note: If any amounts are to be requisitioned for payment of costs of the administrative component of the District's Capital Improvement Plan, the following breakdown shall be included -- The total amount to be requisitioned shall be allocated as follows: $0 allocable to the Gateway Assessment Area and payable from the Series 2023-1 Acquisition and Construction Account, and $0 allocable to the Utility Enterprise Fund and payable from the Utility Acquisition and Construction Fund.]

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

■ *Series 2023-1 Acquisition and Construction Account of the Acquisition and Construction Fund.* $ 437,613.54

■ *Utility Acquisition and Construction Fund.* $ 135,952.61

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the

■ *Series 2023-1 Acquisition and Construction Account*

■ *Utility Acquisition and Construction Fund*

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2023-1 Project or other costs of the administrative component of the Issuer's Capital

Improvement Plan, which Costs are allocable only to the Gateway Assessment Area and/or the Utility Enterprise Fund; and

4. each disbursement represents a Cost of the Series 2023-1 Project or other costs of the administrative component of the Issuer's Capital Improvement Plan which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date:_____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Series 2023-1 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Steven Agapi
Digitally signed by Steven Agapi
DN: C=US, E=steven.agapi@tetratech.com, O=Tetra Tech, CN=Steven Agapi
Date: 2026.08.26 15:31:45-04'00'

Consulting Engineer

Amount	Date	Vendor	Invoice #	Description	Bond GL Account	Bond GL Description	Cateagory
$ 1,500.00	8/10/26	Extreme Divers	23191	Stormwater Pipe Cleaning	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 1,500.00	6/18/26	Extreme Divers	23173	Stormwater Pipe Cleaning	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 436.25	6/16/26	Lee Cty Community Dev	3006079	DO resubmittal fee	307-563080-51302	PW Storage Facility	Admin
$ 436.25	7/27/26	Lee Cty Community Dev	3022489	DO resubmittal fee	307-564303-57201	Parks & Recreation Fields & Amenities	Parks & Rec
$ 2,811.25	8/3/26	Lee Cty Community Dev	3025934	DO base plan plus acreage	307-563080-51302	PW Storage Facility	Admin
$ 62,656.44	6/25/26	Keystone Ridge Designs	31838	Benches for park and admin bldg	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 32,275.56	6/25/26	Keystone Ridge Designs	31838	Benches for park and admin bldg	564300-51302	Main District Building Construction	Admin
$ 24,131.25	7/20/26	Keystone Ridge Designs	31906	Benches for park and admin bldg	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 12,431.25	7/20/26	Keystone Ridge Designs	31906	Benches for park and admin bldg	564300-51302	Main District Building Construction	Admin
$ 3,592.28	6/11/26	Utility Solutions & Automation	1193	flanges, flange kits and end points	564300-51302	Main District Building Construction	Admin
$ 938.11	6/11/26	Utility Solutions & Automation	1193	flanges, flange kits and end points	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 265.10	7/2/26	South Trail Fire	26-2892-4161	Plan Review PW Maint Bldg	307-563080-51302	PW Storage Facility	Admin
$ 11,478.04	6/30/26	Atlantic Pipe	Pay App 8	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 20,302.53	7/22/26	Atlantic Pipe	Pay App 9	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 8,175.00	6/15/26	Copeland	619	Repairs on Lake 133	307-563073-53925	Lake Bank Point Repairs and Maintenance	Waterway
$ 3,775.00	6/22/26	Copeland	616	Repairs Lake 114	307-563073-53925	Lake Bank Point Repairs and Maintenance	Waterway
$ 7,175.00	6/30/26	Copeland	623	Repairs by weir #2	307-563073-53925	Lake Bank Point Repairs and Maintenance	Waterway
$ 182,129.06	8/10/26	Owen-Ames-Kimball	Pay app 14	Admin Bldg Construction	564300-51302	Main District Building Construction	Admin
$ 198,590.57	8/10/26	Owen-Ames-Kimball	Pay app 14	Commons Park Construction	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 15,617.15	6/22/26	Tetra Tech	52604483	Griffin Dr. Sidewalk	307-546084-54101	Sidewalk Maintenance & Replacement	Parks & Rec
$ 1,480.00	6/22/26	Tetra Tech	52604478	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 720.00	6/22/26	Tetra Tech	52604479	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 3,305.00	7/15/26	Tetra Tech	52615079	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 2,760.00	7/15/26	Tetra Tech	52615080	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 5,770.00	7/15/26	Tetra Tech	52615085	Griffin Dr. Sidewalk	307-546084-54101	Sidewalk Maintenance & Replacement	Road & Landscape
$ 1,575.00	8/11/26	Tetra Tech	52625440	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway

Bond GL Account	Bond GL Description	Total Requested
307-546084-54101	Sidewalk Maintenance & Replacement	$21,387.15
307-546090-53925	Stormwater System Repair & Swale Reclamation	$44,620.57
307-563073-53925	Lake Bank Point Repairs and Maintenance	$19,125.00
307-563080-51302	PW Storage Facility	$3,512.60
307-564303-57201	Parks & Recreation Fields & Amenities	$436.25
307-564309-57201	Gateway Commons Construction	$286,316.37
564300-51302	Main District Building Construction	$230,428.15
Grand Total		**$605,826.09**

	2023-1		2023-2	
	Gateway	Util	PP	TOTAL
Main District Building	$62,215.60	$135,952.61	$32,259.94	$230,428.15
Gateway Only Items	$375,397.94			$375,397.94
Totals	**$437,613.54**	**$135,952.61**	**$32,259.94**	**$605,826.09**
	$573,566.15			

307-546090-53925

EXTREME GOLF COURSE UNDERWATER SOLUTIONS, INC
8301 Bayshore Rd
North Fort Myers, FL 33917 US
+12397310272
Sales@Extremedivers.net
www.extremedivers.net

Invoice



BILL TO
Gateway Services CDD 13240 Griffin Drive Fort Myers, FL 33913

INVOICE #	DATE	TOTAL DUE		TERMS	ENCLOSED
23191	08/10/2026	$1,500.00		Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/07/2026	**Clean Stormwater Pipe**	Extreme Divers cleaned the corner inlet at Gateway Greens and Gateway Blvd. Including three pipes, two boxes and two additional small boxes that were filled with root balls.	4	375.00	1,500.00

BALANCE DUE **$1,500.00**

Ways to pay

BANK PayPal venmo affirm

View and pay

307-546090-53925

EXTREME GOLF COURSE UNDERWATER SOLUTIONS, INC
8301 Bayshore Rd
North Fort Myers, FL 33917 US
+12397310272
Sales@Extremedivers.net
www.extremedivers.net

Invoice



BILL TO
Gateway Services CDD 13240 Griffin Drive Fort Myers, FL 33913

INVOICE #	DATE	TOTAL DUE		TERMS	ENCLOSED
23173	06/18/2026	$1,500.00		Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/13/2026	**Clean Stormwater Pipe**	Extreme Divers addressed the backup at the end of Gateway Green Drive west of Westlinks Drive. Extreme Divers unclogged drains at the south inlet and the north inlet per request from Paul Flores. Emergency services billed at $375/hr for a 4 hour minimum.	4	375.00	1,500.00

BALANCE DUE **$1,500.00**

Ways to pay

BANK PayPal venmo

View and pay

BOND

Lee County
Southwest Florida

Community Development/Public Works

www.leegov.com/econnect

Permitting Information Line 239-533-8329

Receipt # 3006079

Date Paid: 6/16/2026 10:50:24AM

Method	Payer	Check #/Auth #	Amount Paid
Web Check	Laura LeRoy		435.00

Project Name: PUBLIC WORKS STORAGE BUILDING
Property Address: 13265 SOCCER DR, FORT MYERS, FL 33913
Contractor:
License #:

Case No.	Description	Amount Due	Amount Paid
DOS2026-00012	DO Resubmittal Fee (2nd or more)	435.00	435.00
	Total Permit Fees:	**435.00**	**435.00**
	Convenience Fee:		**1.25**
	Total Amount:		**436.25**

PW Maint. bldg.
307-563080-~~5[illegible]~~1
51302

Lee County
Southwest Florida

Case #: DOS2026-00012

Invoice # 2317610

06/12/2026

Case #: DOS2026-00012
Property Owner: LEE COUNTY
Property Address: 13265 SOCCER DR, FORT MYERS, FL 33913

Contractor:
License Number:

Account Number	Description	Fees	Paid	Date	Check #	Receipt #	Recorded By
LC5151315500.341900.9013	DO Resubmittal Fee (2nd or more)	435.00					

Total Fees: 435.00 **Paid: $0.00** **TOTAL REMAINING DUE: $435.00**

No Cash Accepted.
Acceptable In-Person Payment Methods: Credit/Debit Cards (Visa, MasterCard, Discover, American Express); Money Order; Check/Cashier's Check.
Online Payment- please visit https://www.leegov.com/dcd/eServ/payfees

Lee County
Southwest Florida

Community Development/Public Works

www.leegov.com/econnect

Permitting Information Line 239-533-8329

Receipt # 3022489

Date Paid: 7/27/2026 10:50:04AM

Method	Payer	Check #/Auth #	Amount Paid
Web Check	Laura LeRoy		435.00

Project Name: Sherman Soccer Complex Parking Expansion
Property Address: 13298 SOCCER DR, FORT MYERS, FL 33913
Contractor:
License #:

Case No.	Description	Amount Due	Amount Paid
DOS2025-00188	DO Resubmittal Fee (2nd or more)	435.00	435.00
	Total Permit Fees:	**435.00**	**435.00**
	Convenience Fee:		**1.25**
	Total Amount:		**436.25**

paid via ACH 7/27/26

for parkinglot expansion

BOND

307-564303-57201

Lee County
Southwest Florida

Case #: DOS2025-00188
Invoice # 2347332
07/27/2026

Case #: DOS2025-00188
Property Owner: GATEWAY SERVICES CDD
Property Address: 13298 SOCCER DR, FORT MYERS, FL 33913

Contractor:
License Number:

Account Number	Description	Fees	Paid	Date	Check #	Receipt #	Recorded By
LC5151315500.341900.9013	DO Resubmittal Fee (2nd or more)	435.00					

Total Fees: 435.00 **Paid: $0.00** **TOTAL REMAINING DUE: $435.00**

No Cash Accepted.
Acceptable In-Person Payment Methods: Credit/Debit Cards (Visa, MasterCard, Discover, American Express); Money Order; Check/Cashier's Check.
Online Payment- please visit https://www.leegov.com/dcd/fees/payfees

BOND 307-563080-51302

Lee County
Southwest Florida

Community Development/Public Works
www.leegov.com/econnect
Permitting Information Line 239-533-8329

Receipt # 3025934
Date Paid: 8/3/2026 3:31:02PM

Method	Payer	Check #/Auth #	Amount Paid
Web Check	Laura LeRoy		2,810.00

Project Name: PUBLIC WORKS STORAGE BUILDING
Property Address: 13265 SOCCER DR, FORT MYERS, FL 33913
Contractor:
License #:

Case No.	Description		Amount Due	Amount Paid
DOS2026-00012	DO Base Fee Plus Acreage		2,810.00	2,810.00
		Total Permit Fees:	**2,810.00**	**2,810.00**
		Convenience Fee:		**1.25**
		Total Amount:		**2,811.25**

pd. via ACH
for PW Storage Bldg

OR
U

Lee County
Southwest Florida

Case #: DOS2026-00012
Invoice # 2353467
08/03/2026

Case #: DOS2026-00012
Property Owner: LEE COUNTY
Property Address: 13265 SOCCER DR, FORT MYERS, FL 33913

Contractor:
License Number:

Account Number	Description	Fees	Paid	Date	Check #	Receipt #	Recorded By
LC5151315500.341900.9012	DO Base Fee Plus Acreage	2,810.00					

Total Fees: 2,810.00 **Paid: $0.00** **TOTAL REMAINING DUE: $2,810.00**

No Cash Accepted.
Acceptable In-Person Payment Methods: Credit/Debit Cards (Visa, MasterCard, Discover, American Express); Money Order; Check/Cashier's Check.
Online Payment- please visit https://www.leegov.com/dcd/fees/payfees

KEYSTONE RIDGE DESIGNS

670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

INVOICE

Invoice: 31838

Date: 6/25/2026
Printed At: 6/25/2026 11:12:37 AM

Sold To:

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS FL 33913
USA

Ship To:

GATEWAY COMMONS ADMINISTRATION BUILDING
11301 GATEWAY BLVD
FORT MYERS FL 33913
USA

PO Number: PO11935 Terms: SOURCEWELL NET30
Sales Rep: Hannah Muth Ordered: 6/17/2026 Ship Via: B&H FTL Shipping
Packing Slip: 1908 Ship Date: 6/25/2026

Legal Number:31838

Line	Item Number/Description / Attribute Set	Quantity	Unit Price		Extended
1	K-TH024-00-00-000-00-0002	2	1185.00/1		2,370.00
	Children's, Thendara Bench With Back, 4', Steel Frame & Material, Bronze		***PO Number:*** PO11935		
				Disc:	-237.00
2	S-HP06-1S2N-RT30480-000-0T0-00-0002	24	3640.00/1		87,360.00
	Standard, Hapsburg Table Set, 30X48" Rectangle, 2 Chairs Without Back & Without Arms, Steel Frame & Material, No Umbrella Hole, Bolt Down Tabs, Bronze		***PO Number:*** PO11935		
				Disc:	-8,736.00
3	S-BE026-00-00-000-00-0002	10	1575.00/1		15,750.00
	Standard, Bessemer Bench With Back, 6', Steel Frame & Material, Bronze		***PO Number:*** PO11935		
				Disc:	-1,575.00

307-564309-57201 = 62,656.44
307-564300-51302 = 32,275.56

670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

INVOICE

Invoice: 31838

Date: 6/25/2026
Printed At: 6/25/2026 11:12:37 AM

Payment Schedule		
Line	Date	Amount
1	7/25/2026	94,932.00
	Total	94,932.00

Line(s) Subtotal:	**94,932.00**
Miscellaneous Charges:	**0.00**
Less Advance Billing:	**0.00**
Total Tax:	**0.00**
Reverse Charge Tax:	**0.00**
Less Prepaid Deposits:	**0.00**
Less Deposit:	**0.00**
Rounding:	**0.00**
Total	**$94932.00**

KEYSTONE RIDGE DESIGNS
670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

INVOICE

Invoice: 31906

Page: 1 of 1
Date: 7/20/2026
Printed At: 7/22/2026 1:22:24 PM

Sold To:

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS FL 33913
USA

Ship To:

GATEWAY COMMONS ADMINISTRATION BUILDING
11301 GATEWAY BLVD
FORT MYERS FL 33913
USA

PO Number: PO11935 Terms: SOURCEWELL NET30
Sales Rep: Hannah Muth Ordered: 6/17/2026 Ship Via: B&H FTL Shipping
Packing Slip: 1977 Ship Date: 7/20/2026

Legal Number:31906

Line	Part Number/Description / Attribute Set	Quantity	Unit Price		Ext Price
1	S-BE026-00-00-000-00-0002	12	1575.00/1		18,900.00
	Standard, Bessemer Bench With Back, 6', Steel Frame & Material, Bronze		***PO Number:*** PO11935		
				Disc:	-1,890.00
2	S-BE03-32E-RD-DL0-000-10-00-0002	11	1975.00/1		21,725.00
	Standard, Bessemer Litter (w/ Door & Locking Tabs), 32 Gallon, Elevated Legs, Round, Built-In Top, Steel Frame & Material, Plastic Liner, Bronze		***PO Number:*** PO11935		
				Disc:	-2,172.50

Payment Schedule

	Due Date	Amount
1	8/19/2026	36,562.50
	Total	36,562.50

564300-51302 $12431.25
307-564309-57201 $24131.25

Line(s) Subtotal:	**36,562.50**
Miscellaneous Charges:	**0.00**
Less Advance Billing:	**0.00**
Total Tax:	**0.00**
Reverse Charge Tax:	**0.00**
Less Prepaid Deposits:	**0.00**
Less Deposit:	**0.00**
Rounding:	**0.00**
Total	**$36562.50**

Bond- 307
3592.28-307-564300-51302
938.11 - 307-564309-57201

Invoice

Date	Invoice #
6/11/2026	1193

Utility Solutions & Automation, LLC

PO Box 1190
Brandon, FL 33509
Phone: 1-833-379-6111
E-Mail: Angela@utilitysa.com

Bill To	Ship To
Gateway Services CDD 11922 Fairway Lakes Driver Suite 1 Fort Myers, FL 33913	Gateway Services CDD 13240 Griffin DR Fort Myers, FL 33913

P.O. Number	S.O. No.	Terms
PO11894	1030	Net 30

Quantity	Description	Ordered	Price Each	Prev. In...	Backord...	Amount
1	E-Series G2 Bronze 4" x 20" Ultrasonic Meter, TP, Temp, Prsr, Reclaimed, USG, 9 Dial Resolution, SN Yr 9D & PBB, 10' Twist Tight Connector, BMI Standard Testing. BMI #104-8202GS	1	2,682.63	0	0	2,682.63
1	E-Series BRZ Gen 2 Ultrasonic Meter, 2"x17", Elliptical, USG, 9 Dial Resolution, SN Yr 9D & PBB, 10' TT Connector, BMI Standard Testing -Less Connections. BMI# 117-1488GS	1	799.87	0	0	799.87
1	1-1/2" E-Series Stainless Steel Elliptical Ultrasonic Meter, USG, 9 Dial Resolution, SN Yr 9D & PBB, 10' Twist Tight Connector, BMI Standard Testing, Thick Washers -Less Connections. BMI #100-2942GS	1	593.67	0	0	593.67
3	EP Only, For Enc, ORION HLG, Verizon, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK, BMI Part No.: 116-2418GS	3	138.24	0	0	414.72

Subtotal	
Sales Tax (0.0%)	
Total	
Balance Due	

Utility Solutions & Automation, LLC

PO Box 1190
Brandon, FL 33509
Phone: 1-833-379-6111
E-Mail: Angela@utilitysa.com

Invoice

Date	Invoice #
6/11/2026	1193

Bill To	Ship To
Gateway Services CDD 11922 Fairway Lakes Driver Suite 1 Fort Myers, FL 33913	Gateway Services CDD 13240 Griffin DR Fort Myers, FL 33913

P.O. Number	S.O. No.	Terms
PO11894	1030	Net 30

Quantity	Description	Ordered	Price Each	Prev. In...	Backord...	Amount
2	4" Meter Flange Kit - Includes 1ea. 4" 150# Red Rubber Full Face Gaskets, Bolts & Nuts. Item #7159	2	19.75	0	0	39.50

Please remit payments to:
Utility Solutions & Automation of Florida, LLC
PO Box 1190
Brandon, FL 33509

Subtotal	$4,530.39
Sales Tax (0.0%)	$0.00
Total	$4,530.39
Balance Due	$4,530.39

307-563080-54101

Invoice № 26-2892-4161

PLAN REVIEW RESUB #2 DOS2026-00012
13265 SOCCER DR
FORT MYERS FL 33913

Invoice Date: 2026-07-02

Total Due Upon Receipt:	$265.10
Enclosed:	

Please make checks payable to:
SOUTH TRAIL FIRE & RESCUE DISTRICT
C/O FIRE RECOVERY USA, LLC
P.O. BOX 935667
ATLANTA, GA 31193-5667

0289206013840002651O

(If paying by check please cut on the dotted line and enclose with your check)

Type	Detail	Total
Plan Review	PLAN REVIEW RESUB #2 DOS2026-00012 THE PAYMENT IS DUE UPON RECEIPT TO ENSURE YOUR REVIEW IS DONE PROMPTLY for PW Storage Bldg.	$265.10
	Total Due:	**$265.10**

*There will be a fee of $35 for all returned NSF checks, e-checks or credit card payments

307-546090-5397 35

SECTION 00844

Contractor's Application for Payment No. 8

	Application Period: 6/1/26-6/30/26	Application Date: 6/30/2026
To (Owner): Gateway Services Community Development District	From (Contractor): Atlantic Pipe Services	Via (Engineer): TetraTech
Project: Closed Circuit Television: Storm Sewer	Contract: RFP-25-13-PW-0-2025-RP	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$22,400.00	
TOTALS	$22,400.00	
NET CHANGE BY CHANGE ORDERS	**$22,400.00**	

1.	**ORIGINAL CONTRACT PRICE**		$	**$186,421.50**
2.	**Net change by Change Orders**		$	**$22,400.00**
3.	**Current Contract Price (Line 1 ± 2)**		$	**$208,821.50**
4.	**TOTAL COMPLETED AND STORED TO DATE** (Column F total on Progress Estimates)		$	**$155,757.49**
5.	**RETAINAGE:**			
	a. 5% X $155,757.49 **Work Completed**		$	**$7,787.87**
	b. X _____ **Stored Material**		$	
	c. **Total Retainage (Line 5.a + Line 5.b)**		$	**$7,787.87**
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**		$	**$147,969.61**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**		$	**$136,491.97**
8.	**AMOUNT DUE THIS APPLICATION**		$	**$11,478.64**
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Column G total on Progress Estimates + Line 5.c above)		$	**$60,851.89**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
Celine Sterlin	7/7/2026

Payment of: $ 11,478.64
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 7/10/26
(Engineer) (Date)

Payment of: $ 11,478.64
(Line 8 or other - attach explanation of the other amount)

is approved by: Paul Flores 7/13/2026
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

SECTION 00845
SCHEDULE OF VALUES

For (Contract): RFP-12-13-PW										Application Number: 8					
Application Period: 6/1/2026 - 6/30/2026										Application Date: 6/30/26					
A					B	C	D			E		F			
Item		Contract				Quantity Installed this Pay Period	Value of Work Installed this Pay Period	Quanitity Installed in Prior Pay Periods		Value of Work Installed in Prior Pay Periods	Total Quantity Installed to Date	Total Value of Work Completed to Date (D + E)	% (F / B)	Balance to Finish (B - F)	Retainage (L * 0.05)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)										
1	Mobilization / Demobilization	1	LS	$2,500.00	$2,500.00			1		$2,500.000	1.00	$2,500.00	100.0%	$0.00	$125.00
2	General Requirements	1	LS	$3,500.00	$3,500.00			1		$3,500.000	1.00	$3,500.00	100.0%	$0.00	$175.00
3	Maintenance of Traffic	1	LS	$7,500.00	$7,500.00						-	$0.00	0.0%	$7,500.00	$0.00
4	**Cleaning & CCTV Inspection**														
5	10" Storm Pipe	64	LF	$4.75	$304.00			74.6		$354.350	74.60	$354.35	116.6%	-$50.35	$17.72
6	12" Storm Pipe	864	LF	$4.75	$4,104.00		$0.00	551.0		$2,617.250	551.00	$2,617.25	63.8%	$1,486.75	$130.86
7	18" Storm Pipe	10688	LF	$4.75	$50,768.00	362.8	$1,723.30	7222.0		$34,304.500	7,584.80	$36,027.80	71.0%	$14,740.20	$1,801.39
8	20" Storm Pipe	111	LF	$4.75	$527.25		$0.00				-	$0.00	0.0%	$527.25	$0.00
9	24" Storm Pipe	7269	LF	$5.60	$40,706.40		$0.00	7062.5		$39,550.000	7,062.50	$39,550.00	97.2%	$1,156.40	$1,977.50
10	30" Storm Pipe	8748	LF	$5.60	$48,988.80	195.6	$1,095.36	5130.9		$28,733.040	5,326.50	$29,828.40	60.9%	$19,160.40	$1,491.42
11	36" Storm Pipe	137	LF	$6.40	$876.80	948.0	$6,067.20	137.0		$876.800	-	$6,944.00	792.0%	-$6,067.20	$347.20
12	42" Storm Pipe	385	LF	$8.25	$3,176.25	42.1	$347.33	147.2		$1,214.400	189.30	$1,561.73	49.2%	$1,614.53	$78.09
13							$0.00								
14	Catch Basin	220	EA	$85.00	$18,700.00	8	$680.00	162		$13,770.000	170.00	$14,450.00	77.3%	$4,250.00	$722.50
15	Outfalls: Mitered End Sections/Headwalls	42	EA	$85.00	$3,570.00		$0.00	31		$2,635.000	31.00	$2,635.00	73.8%	$935.00	$131.75
16	Stormwater Manhole	8	EA	$150.00	$1,200.00	2	$300.00	11		$1,650.000	13.00	$1,950.00	162.5%	-$750.00	$97.50
Change Order															
CO 1	36" Storm Pipe LF Increase	2000	LF	$6.40	$12,800.00		$0.00	962.9		$6,162.560	962.90	$6,162.56	48.1%	$6,637.44	$308.13
	48" Storm Pipe	800	LF	$12.00	$9,600.00	155.80	$1,869.60	483.9		$5,806.800	639.70	$7,676.40	80.0%	$1,923.60	$383.82
	Totals				**$208,821.50**		**$12,082.79**			**$143,674.70**		**$155,757.49**	74.6%	**$53,064.02**	**$7,787.87**

307-546090-53975

Contractor's Application for Payment No. X Correction 9

	Application Period: 7/1/26-7/17/26	Application Date: 7/22/2026
To (Owner): Gateway Services Community Development District	From (Contractor): Atlantic Pipe Services	Via (Engineer): TetraTech
Project: Closed Circuit Television: Storm Sewer	Contract: RFP-25-13-PW-0-2025-RP	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$22,400.00	
TOTALS	$22,400.00	
NET CHANGE BY CHANGE ORDERS	**$22,400.00**	

1. ORIGINAL CONTRACT PRICE	$	$186,421.50
2. Net change by Change Orders	$	$22,400.00
3. Current Contract Price (Line 1 ± 2)	$	$208,821.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$177,128.57
5. RETAINAGE:		
a. 5% X $177,128.57 Work Completed	$	$8,856.43
b. X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$8,856.43
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$168,272.14
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	[illegible]
8. AMOUNT DUE THIS APPLICATION	$	$20,302.53
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$40,549.36

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Celine Sterlin Date: 7/22/26

Payment of: $ 20,302.53
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 7/24/26
(Engineer) (Date)

Payment of: $ 20,302.53
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ 7/24/2026
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

SECTION 00845
SCHEDULE OF VALUES

For (Contract): RFP-12-13-PW | Application Number: 9

Application Period: 7/1/2026 - 7/17/2026 | Application Date: 7/22/26

A					B	C	D		E	F				
Item		Contract												
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Quantity Installed this Pay Period	Value of Work Installed this Pay Period	Quanitity Installed in Prior Pay Periods	Value of Work Installed in Prior Pay Periods	Total Quantity Installed to Date	Total Value of Work Completed to Date (D + E)	% (F / B)	Balance to Finish (B - F)	Retainage (L * 0.05)
1	Mobilization / Demobilization	1	LS	$2,500.00	$2,500.00			1	$2,500.000	1.00	$2,500.00	100.0%	$0.00	$125.00
2	General Requirements	1	LS	$3,500.00	$3,500.00			1	$3,500.000	1.00	$3,500.00	100.0%	$0.00	$175.00
3	Maintenance of Traffic	1	LS	$7,500.00	$7,500.00	1.00	$7,500.00			1.00	$7,500.00	100.0%	$0.00	$375.00
4	**Cleaning & CCTV Inspection**													
5	10" Storm Pipe	64	LF	$4.75	$304.00		$0.00	74.6	$354.350	74.60	$354.35	116.6%	-$50.35	$17.72
6	12" Storm Pipe	864	LF	$4.75	$4,104.00		$0.00	551.0	$2,617.250	551.00	$2,617.25	63.8%	$1,486.75	$130.86
7	18" Storm Pipe	10688	LF	$4.75	$50,768.00		$0.00	7584.8	$36,027.800	7,584.80	$36,027.80	71.0%	$14,740.20	$1,801.39
8	20" Storm Pipe	111	LF	$4.75	$527.25		$0.00			-	$0.00	0.0%	$527.25	$0.00
9	24" Storm Pipe	7269	LF	$5.60	$40,706.40	2249.3	$12,596.08	7062.5	$39,550.000	9,311.80	$52,146.08	128.1%	-$11,439.68	$2,607.30
10	30" Storm Pipe	8748	LF	$5.60	$48,988.80		$0.00	5326.5	$29,828.400	5,326.50	$29,828.40	60.9%	$19,160.40	$1,491.42
11	36" Storm Pipe	137	LF	$6.40	$876.80		$0.00	1085.0	$6,944.000		$6,944.00	792.0%	-$6,067.20	$347.20
12	42" Storm Pipe	385	LF	$8.25	$3,176.25		$0.00	189.3	$1,561.725	189.30	$1,561.73	49.2%	$1,614.53	$78.09
13							$0.00							
14	Catch Basin	220	EA	$85.00	$18,700.00	15	$1,275.00	170	$14,450.000	185.00	$15,725.00	84.1%	$2,975.00	$786.25
15	Outfalls: Mitered End Sections/Headwalls	42	EA	$85.00	$3,570.00		$0.00	31	$2,635.000	31.00	$2,635.00	73.8%	$935.00	$131.75
16	Stormwater Manhole	8	EA	$150.00	$1,200.00		$0.00	13	$1,950.000	13.00	$1,950.00	162.5%	-$750.00	$97.50
Change Order														
CO 1	36" Storm Pipe LF Increase	2000	LF	$6.40	$12,800.00		$0.00	962.9	$6,162.560	962.90	$6,162.56	48.1%	$6,637.44	$308.13
	48" Storm Pipe	800	LF	$12.00	$9,600.00		$0.00	639.7	$7,676.400	639.70	$7,676.40	80.0%	$1,923.60	$383.82
	Totals				**$208,821.50**		**$21,371.08**		**$155,757.49**		**$177,128.57**	84.8%	**$31,692.94**	**$8,856.43**

Bond
307-563073-53925
$ 8175.00

Copeland Southern Enterprises Inc.
1668 Many Road, North Fort Myers, FL, 33903
Office: 239-995-3684
Cell: 239-707-6806
Fax: 239-995-0058
Email: copelandsei@aol.com

INVOICE

INVOICE # 619
DATE: 6-15-2026

To: Gateway Services CDD.
11922 Fairway Lakes Dr. Suite 1, Fort Myers, FL 33913
Phone: 239-561-1313 Fax: 239-561-1350
Email: *accountspayable@gatewaydistrict.org,*
paul.flores@gatewaydistrict.org

SALESPERSON	P.O. NUMBER	ITEM NUMBER	ACCOUNT CODE	F.O.B. POINT	DUE DATE
Scott Copeland	PO 11851	563073			6-15-26

QUANTITY	DESCRIPTION	PROJECT NO.	TOTAL
Lake 133 4" Drainage Installation	Crews Installed over 220 feet of 4" DW ADS pipe with 8 New 12" Catch Basins set at the 20' LME in rear and ran from the House 2 down spouts and ran out into lake 133 & anchored to pond floor with 4' steel anchors.		$ 8,175.00

SHIPPING & HANDLING	0.0
TOTAL DUE	$ 8,175.00

Make all checks payable to Copeland Southern Enterprises Inc.
If you have any questions concerning this invoice, please contact Scott.

THANK YOU FOR YOUR BUSINESS!

307-563073-53925

Copeland Southern Enterprises Inc.
1668 Many Road, North Fort Myers, FL, 33903
Office: 239-995-3684
Cell: 239-707-6806
Fax: 239-995-0058
Email: copelandsei@aol.com

INVOICE

INVOICE # 616
DATE: 6-22-2026

To: Gateway Services CDD.
11922 Fairway Lakes Dr. Suite 1, Fort Myers, FL 33913
Phone: 239-561-1313 Fax: 239-561-1350
Email: *accountspayable@gatewaydistrict.org,*
paul.flores@gatewaydistrict.org

SALESPERSON	P.O. NUMBER	ITEM NUMBER	ACCOUNT CODE	F.O.B. POINT	DUE DATE
Scott Copeland	PO 11932	563073			6-22-26

QUANTITY	DESCRIPTION	PROJECT NO.	TOTAL
Lake 114 Erosion Repair	Crews recover material from Lake Bottom with some trucked in Base Rock to Fix 25' Badly Eroded areas on the North Slope of Lake 114. Crews will installed Layered Coconut Erosion Blanket with 6" anchors at 1 foot diamond pattern and 1 to 2 inches of top soil on top of Blanket with Matching Sod laid down to the control line,		$ 3,775.00

SHIPPING & HANDLING	0.0
TOTAL DUE	$ 3,775.00

Make all checks payable to Copeland Southern Enterprises Inc.
If you have any questions concerning this invoice, please contact Scott.

THANK YOU FOR YOUR BUSINESS!

307-563073-53925

Copeland Southern Enterprises Inc.
1668 Many Road, North Fort Myers, FL, 33903
Office: 239-995-0058
Cell: 239-707-6806
Fax: 239-995-0058
Email: copelandsei@aol.com

INVOICE

INVOICE # 623
DATE: 6-30-2026

To: Gateway Services CDD.
11922 Fairway Lakes Dr. Suite 1, Fort Myers, FL 33913
Phone: 239-561-1313 Fax: 239-561-1350
Email: *accountspayable@gatewaydistrict.org,*
paul.flores@gatewaydistrict.org

SALESPERSON	P.O. NUMBER	ITEM NUMBER	ACCOUNT CODE	F.O.B. POINT	DUE DATE
Scott Copeland	PO 11947	563073			6-30-26

QUANTITY	DESCRIPTION	PROJECT NO.	TOTAL
Stoneybrook Weir #2 Structure and Rip Rap Repair	Crews dug out and leveled Grade on both sides of Weir #2, added Soil Cement Compact covered with High Flow Fabric and pinned Down with 6" Staples, re-installed existing surrounding Rip Rap to restore Slope of Rip Rap alongside of Weir #2..		$ 7,175.00

SHIPPING & HANDLING	.00
TOTAL DUE	$ 7,175.00

Make all checks payable to Copeland Southern Enterprises Inc.
If you have any questions concerning this invoice, please contact Scott.

THANK YOU FOR YOUR BUSINESS!

307-564300513O2 $182,129.06
307-564309-57201 $196,590.57

BID NO. ITB-24-18-AD

GSD:011 - CONSTRUCTION CONTRACT ESTIMATE AND REQUISITION FOR PAYMENT FORMS

(1 of 3 Pages)

Date: 8/10/2026

Bid No.: ITB-24-18-AD Contract No.: ITB-24-18-AD Project No.: PO11222

Estimate No.: 14 (☒ Partial ☐ Final) for Period 7/01/2026 to 7/31/2026

Project Name: Gateway Services CDD - Administration Building Construction & Associated Park Components

PAYEE:

Contractor's Name: Owen-Ames-Kimball Company
Mailing Address: 11941 Fairway Lakes Drive
City & State: Fort Myers, FL Zip Code: 33913

Deliver Warrant: Special Instructions - If Other than Mail

Attach a list of names and addresses of all Sub-Contractors, material men, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: 02/07/2025

Total Amount of Original Contract				$ 8,229,406.00
PLUS: Change Order # 1	dated 1/21/2026	$ (11,912.19)		
Change Order # 2	dated 1/28/2026	$ 30,352.80		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Total Change Orders ADDING to cost of Contract				$ 18,440.61
LESS: Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Total Change Orders SUBTRACTING from cost of Contract				$ 0.00
Less Total Unit Price Amount Not Used Per Final Field Measurements				$ 0.00
TOTAL OF ABOVE				$ 8,247,846.61

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the DISTRICT's Finance Office or to Contracts Mgmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition	$ 400,757.51	Retainage	$ 20,037.88
Total Complete to Date (Column F, Sheet 3)			$ 5,907,844.40
Retainage 5.00 % (Percent required in Contract Documents)			$ 295,392.21
Total Earned Less Retainage			$ 5,612,452.19
Less Prior Payments Made			$ 5,231,732.56
Less Liquidated Damages			$ 0.00
Amount of this Requisition			$ 380,719.63
Total Amount Paid to DBE's from above	$ 0.00		

Project Name: **Gateway Services CDD - Administration Building Construction & Associated Park Components**

Bid No.: **ITB-24-18-AD**
Contract No.: **ITB-24-18-AD**
Estimate No.: **14**
Project No.: **PO11222**
Requisition Date: **8/10/2026**
Period From: **7/01/2026**
To: **7/31/2026**

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, material men or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby hereby certify the amount of $ **380,719.64** to the District for a progress payment.

Signed: _____
Contractor

Date: **8/10/2026**
CORPORATE SEAL

STATE OF (FLORIDA)
COUNTY OF (LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this **10th** day of **August**, 20**26**, by means of (**X**) physical presence or ( ) online notarization, personally appeared **Jo Durocher** as **Division Controller** of **Owen-Ames-Kimball Company**,
(**X**) who personally known to me or ( ) who has produced _____ as identification.

MARCO ZAPUCIOIU
Notary Public - State of Florida
Commission # HH 702900
My Comm. Expires Jul 27, 2029
Bonded through National Notary Assn.

_____
NOTARY PUBLIC - State of Florida

My commission expires: **12/12/2027**

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of $ **380,719.64** to Gateway Services Community Development District for progress payment.

Signed: Eric D Fey Digitally signed by Eric D Fey Date: 2026.08.17 14:54:27-04'00'
Owner's Rep. Preparing Estimate

Date: _____

Signed: Chelsea O'Riley Digitally signed by Chelsea O'Riley Date: 2026.08.17 15:03:36 -04'00'
Department/Division Director

Date: _____

Alternate No.

TO OWNER/CLIENT:
Gateway Services Community Development District
11922 Fairway Lakes Dr, Suite 1
Fort Myers, Florida 33913

PROJECT:
4123 Gateway Administration Building & Sports Park
11301 Gateway Blvd
Fort Myers, Florida 33913

APPLICATION NO: 14
INVOICE NO: 14
PERIOD: 07/01/26 - 07/31/26
PROJECT NO: 4123
CONTRACT DATE: 12/19/2024

FROM CONTRACTOR:
Owen-Ames-Kimball Co. - Florida
11941 Fairway Lakes Drive
Fort Myers, Florida 33913

VIA ARCHITECT/ENGINEER:
Eric Fey (Tetra Tech)
Estero, 33928

CONTRACT FOR: Gateway Administrative Building and Associated Components Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$8,229,406.00
2.	Net change by change orders		$18,440.61
3.	Contract Sum to date (Line 1 ± 2)		$8,247,846.61
4.	Total completed and stored to date (Column G on detail sheet)		$5,907,844.40
5.	Retainage:		
	a. 5.00% of completed work	$295,392.21	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$295,392.21
6.	Total earned less retainage (Line 4 less Line 5 Total)		$5,612,452.19
7.	Less previous certificates for payment (Line 6 from prior certificate)		$5,231,732.56
8.	Current payment due:		$380,719.63
9.	Balance to finish, including retainage (Line 3 less Line 6)		$2,635,394.42

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$30,352.80	$(11,912.19)
Total approved this month:	$0.00	$0.00
Totals:	$30,352.80	$(11,912.19)
Net change by change orders:	$18,440.61	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Owen-Ames-Kimball Co. - Florida

By: _____ Date: 8/10/2026

State of: Florida
County of: Lee
Subscribed and sworn to before me this 10th day of August, 2026
Notary Public: Marco Zapucioiu
My commission expires: July 27, 2029

MARCO ZAPUCIOIU
Notary Public - State of Florida
Commission # HH 702900
My Comm. Expires Jul 27, 2029
Bonded through National Notary Assn.

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $380,719.63

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

BOND
307-546084-54101

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604483
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2026-5
PO11792
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-26008** **GRIFFIN DR SIDEWALK**
Top Task **001** **SURVEYING**

SUBCONTRACTOR	TYPE	CURRENT AMOUNT
AIM ENGINEERING & SURVEYING INC	Subcontractor-External	$9,247.15
TOTAL SUBCONTRACTOR CHARGES		**$9,247.15**
	SUBTOTAL	**$9,247.15**
	Total Top Task# 001	**$9,247.15**

Top Task **002** **BID DOCUMENT PREPARATION**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Kwon, Soon Young	CAD Technician 1	28.50	$80.00	$2,280.00
Nesbitt, Lisa M.	Engineer 3	6.00	$140.00	$840.00
Swartzentruber, Brandon L.	Sr CAD Designer 1	20.00	$150.00	$3,000.00
TOTAL LABOR		**54.50**		**$6,120.00**
		SUBTOTAL		**$6,120.00**
		Total Top Task# 002		**$6,120.00**

Top Task **003** **PERMITTING**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Crawford, Meredith	Engineer 2	2.00	$125.00	$250.00
TOTAL LABOR		**2.00**		**$250.00**
		SUBTOTAL		**$250.00**
		Total Top Task# 003		**$250.00**
		Total Project# 200-37678-26008		**$15,617.15**

TOTAL AMOUNT DUE THIS INVOICE: **$15,617.15**

OKU

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604483
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

Gross Contract Summary	
Contract Amount	$29,804.00
Previously Billed	$560.00
Current Billing	$15,617.15
Total Billed to Date	$16,177.15
Contract Balance Remaining	$13,626.85

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: **GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604483
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2026-5
PO11792
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-26008** **GRIFFIN DR SIDEWALK**

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
SURVEYING	$10,089.00	91.66%	$9,247.15	$0.00	$9,247.15
BID DOCUMENT PREPARATION	$12,665.00	52.74%	$6,680.00	$560.00	$6,120.00
PERMITTING	$7,050.00	3.55%	$250.00	$0.00	$250.00
TOTAL	**$29,804.00**	**54.28%**	**$16,177.15**	**$560.00**	**$15,617.15**

TOTAL AMOUNT DUE THIS INVOICE: **$15,617.15**

Gross Contract Summary	
Contract Amount	$29,804.00
Previously Billed	$560.00
Current Billing	$15,617.15
Total Billed to Date	$16,177.15
Contract Balance Remaining	$13,626.85

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-26008
PROJECT NAME: GRIFFIN DR SIDEWALK
INVOICE NUMBER: 52604483
INVOICE DATE: 06/22/2026
END DATE: 05/22/2026

Top Task 001 **SURVEYING**

Top Task 002 **BID DOCUMENT PREPARATION**

EMPLOYEE	DATE	QUANTITY	UOM	COMMENT
Kwon, Soon Young	05-08-2026	4.00	HOURS	DIGITIALIZING FIELD DATA (SIDE WALK) AND PROFILE WORK
Kwon, Soon Young	05-11-2026	8.00	HOURS	Create sidewalk viewports and rescaling paper sheet
Kwon, Soon Young	05-12-2026	5.00	HOURS	Revision mark up
Kwon, Soon Young	05-15-2026	5.00	HOURS	Create sidewalk and section profiles
Kwon, Soon Young	05-18-2026	5.50	HOURS	SIDEWALK PROFILE
Kwon, Soon Young	05-20-2026	1.00	HOURS	SIDEWALK PROFILE
Nesbitt, Lisa M.	05-06-2026	2.00	HOURS	Draft sidewalk layout
Nesbitt, Lisa M.	05-07-2026	4.00	HOURS	Draft sidewalk layout
Swartzentruber, Brandon L.	05-07-2026	1.00	HOURS	job setup & markups
Swartzentruber, Brandon L.	05-08-2026	2.00	HOURS	Sidewalk layout & markups
Swartzentruber, Brandon L.	05-13-2026	3.00	HOURS	sidewalk grading
Swartzentruber, Brandon L.	05-14-2026	2.00	HOURS	sidewalk grading
Swartzentruber, Brandon L.	05-18-2026	3.00	HOURS	design
Swartzentruber, Brandon L.	05-19-2026	4.00	HOURS	design
Swartzentruber, Brandon L.	05-20-2026	5.00	HOURS	design
TOP TASK TOTAL		**54.50**		

Top Task 003 **PERMITTING**

EMPLOYEE	DATE	QUANTITY	UOM	COMMENT
Crawford, Meredith	05-07-2026	1.00	HOURS	Utility Locating
Crawford, Meredith	05-08-2026	1.00	HOURS	Utility Locating
TOP TASK TOTAL		**2.00**		

GRAND TOTAL 200-37678-26008 **56.50**

Gross Contract Summary	
Contract Amount	$29,804.00
Previously Billed	$560.00
Current Billing	$15,617.15
Total Billed to Date	$16,177.15
Contract Balance Remaining	$13,626.85

AIM Engineering & Surveying, Inc.

Corporate Office
2161 Fowler Street
Suite 100
Fort Myers, FL 33901

239-332-4569
800-226-4569
Fax: 855-731-7971
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

Tetra Tech Inc.
10600 Chevrolet Way, Suite 102
Estero, FL 33928

Invoice number 262275-1
Date 04/30/2026

Project **26-2275 TETRA TECH / GATEWAY SERVICES CDD / GRIFFIN DR SIDEWALK**

Tetra Tech Project No. 200-37678-26008

Professional services thru 4/24/2026

NTE Contract $ 8,426.00

Inv # (8,406.50)

Balance $ 19.50

SURVEY SERVICES (NTE)

	Date	Hours	Rate	Billed Amount
Senior Survey CADD Technician				
	04/06/2026	3.00	150.00	450.00
	04/09/2026	1.00	150.00	150.00
	04/10/2026	4.00	150.00	600.00
	04/15/2026	6.00	150.00	900.00
	04/16/2026	6.00	150.00	900.00
	04/20/2026	3.00	150.00	450.00
	04/22/2026	2.75	150.00	412.50
	Subtotal	25.75		3,862.50
3MC Chief - Survey				
	04/13/2026	6.00	284.00	1,704.00
	04/14/2026	10.00	284.00	2,840.00
	Subtotal	16.00		4,544.00
			Invoice total	**8,406.50**

Approved By: [signature]

Job #: 200 - 37678 - 26008

Task #: 001

Print Name: Lisa Nesbitt

Requisition# 810464
P.O.# 1229351

Please remit payment to:

2161 Fowler Street, Suite 100
Fort Myers, FL 33901

Thank you -

BOND

307-546090-53925

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: **GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604478
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2024-14
PO11015
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-25001** **STORMWATER CCTV**

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
BIDDING SUPPORT/CONTRACT MGMT	$29,715.00	89.18%	$26,500.10	$25,510.10	$990.00
EVALUATIONS/RECOMMENDATIONS	$20,915.00	80.11%	$16,755.00	$16,265.00	$490.00
TOTAL	**$50,630.00**	**85.43%**	**$43,255.10**	**$41,775.10**	**$1,480.00**

TOTAL AMOUNT DUE THIS INVOICE: **$1,480.00**

OK

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$41,775.10
Current Billing	$1,480.00
Total Billed to Date	$43,255.10
Contract Balance Remaining	$7,374.90

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604478
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2024-14
PO11015
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-25001** **STORMWATER CCTV**
Top Task **001** **BIDDING SUPPORT/CONTRACT MGMT**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Lundquist, Mason D.	Project Engineer 1	6.00	$165.00	$990.00
TOTAL LABOR		**6.00**		**$990.00**
		SUBTOTAL		**$990.00**
		Total Top Task# 001		**$990.00**

Top Task **002** **EVALUATIONS/RECOMMENDATIONS**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Hansing, Matthew	Engineer 2	2.00	$125.00	$250.00
Shannan, Shamus P.	Engineering Technician	3.00	$80.00	$240.00
TOTAL LABOR		**5.00**		**$490.00**
		SUBTOTAL		**$490.00**
		Total Top Task# 002		**$490.00**
		Total Project# 200-37678-25001		**$1,480.00**

TOTAL AMOUNT DUE THIS INVOICE: **$1,480.00**

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604478
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$41,775.10
Current Billing	$1,480.00
Total Billed to Date	$43,255.10
Contract Balance Remaining	$7,374.90

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-25001
PROJECT NAME: STORMWATER CCTV
INVOICE NUMBER: 52604478
INVOICE DATE: 06/22/2026
END DATE: 05/22/2026

Top Task	**001**	**BIDDING SUPPORT/CONTRACT MGMT**			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Lundquist, Mason D.		05-19-2026	3.00	HOURS	Contract Management
Lundquist, Mason D.		05-20-2026	2.00	HOURS	Contract Management
Lundquist, Mason D.		05-21-2026	1.00	HOURS	Contract Management
TOP TASK TOTAL			**6.00**		

Top Task	**002**	**EVALUATIONS/RECOMMENDATIONS**			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Hansing, Matthew		05-01-2026	2.00	HOURS	CCTV Review and Recommendations
Shannan, Shamus P.		05-20-2026	3.00	HOURS	Marked discrepancies on master map
TOP TASK TOTAL			**5.00**		

GRAND TOTAL	200-37678-25001	**11.00**

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$41,775.10
Current Billing	$1,480.00
Total Billed to Date	$43,255.10
Contract Balance Remaining	$7,374.90

BOND

307-546090-53925

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604479
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2025-15
PO11669
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-26007** **STORM CCTV INSPECTIONS**
Top Task **001** **INSPECTION SERVICES**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Pierce, Thaylin W.	Construction Project Rep 2	6.00	$120.00	$720.00
TOTAL LABOR		**6.00**		**$720.00**
		SUBTOTAL		**$720.00**
		Total Top Task# 001		**$720.00**
		Total Project# 200-37678-26007		**$720.00**

TOTAL AMOUNT DUE THIS INVOICE: **$720.00**

OK

Gross Contract Summary	
Contract Amount	$15,425.00
Previously Billed	$5,292.88
Current Billing	$720.00
Total Billed to Date	$6,012.88
Contract Balance Remaining	$9,412.12

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: **GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52604479
INVOICE DATE: 06/22/2026
SERVICES THROUGH: 05/22/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2025-15
PO11669
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number 200-37678-26007 STORM CCTV INSPECTIONS

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
INSPECTION SERVICES	$15,425.00	38.98%	$6,012.88	$5,292.88	$720.00
TOTAL	**$15,425.00**	**38.98%**	**$6,012.88**	**$5,292.88**	**$720.00**

TOTAL AMOUNT DUE THIS INVOICE: $720.00

Gross Contract Summary	
Contract Amount	$15,425.00
Previously Billed	$5,292.88
Current Billing	$720.00
Total Billed to Date	$6,012.88
Contract Balance Remaining	$9,412.12

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-26007
PROJECT NAME: STORM CCTV INSPECTIONS
INVOICE NUMBER: 52604479
INVOICE DATE: 06/22/2026
END DATE: 05/22/2026

Top Task	001	INSPECTION SERVICES			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Pierce, Thaylin W.		05-15-2026	1.00	HOURS	Storm water cleaning observation
Pierce, Thaylin W.		05-18-2026	3.00	HOURS	Stoneybrook storm cleaning observation
Pierce, Thaylin W.		05-19-2026	2.00	HOURS	Stoneybrook storm cleaning observation
TOP TASK TOTAL			**6.00**		
GRAND TOTAL	200-37678-26007		**6.00**		

Gross Contract Summary	
Contract Amount	$15,425.00
Previously Billed	$5,292.88
Current Billing	$720.00
Total Billed to Date	$6,012.88
Contract Balance Remaining	$9,412.12

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BOND
307-546090-53925

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615079
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2024-14
PO11015
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-25001** **STORMWATER CCTV**
Top Task **001** **BIDDING SUPPORT/CONTRACT MGMT**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Hansing, Matthew	Engineer 2	4.00	$125.00	$500.00
Lundquist, Mason D.	Project Engineer 1	11.00	$165.00	$1,815.00
TOTAL LABOR		**15.00**		**$2,315.00**
			SUBTOTAL	**$2,315.00**

Total Top Task# 001 **$2,315.00**

Top Task **002** **EVALUATIONS/RECOMMENDATIONS**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Lundquist, Mason D.	Project Engineer 1	6.00	$165.00	$990.00
TOTAL LABOR		**6.00**		**$990.00**
			SUBTOTAL	**$990.00**

Total Top Task# 002 **$990.00**

Total Project# 200-37678-25001 **$3,305.00**

TOTAL AMOUNT DUE THIS INVOICE: **$3,305.00**

OK
U

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615079
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$43,255.10
Current Billing	$3,305.00
Total Billed to Date	$46,560.10
Contract Balance Remaining	$4,069.90

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: **GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615079
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2024-14
PO11015
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number 200-37678-25001 STORMWATER CCTV

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
BIDDING SUPPORT/CONTRACT MGMT	$29,715.00	96.97%	$28,815.10	$26,500.10	$2,315.00
EVALUATIONS/RECOMMENDATIONS	$20,915.00	84.84%	$17,745.00	$16,755.00	$990.00
TOTAL	**$50,630.00**	**91.96%**	**$46,560.10**	**$43,255.10**	**$3,305.00**

TOTAL AMOUNT DUE THIS INVOICE: **$3,305.00**

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$43,255.10
Current Billing	$3,305.00
Total Billed to Date	$46,560.10
Contract Balance Remaining	$4,069.90

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-25001
PROJECT NAME: STORMWATER CCTV
INVOICE NUMBER: 52615079
INVOICE DATE: 07/15/2026
END DATE: 06/26/2026

Top Task	001	BIDDING SUPPORT/CONTRACT MGMT			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Hansing, Matthew		06-05-2026	4.00	HOURS	Pay App 7 Quantities and CCTV Review
Lundquist, Mason D.		05-26-2026	1.00	HOURS	Contract Management
Lundquist, Mason D.		05-27-2026	1.00	HOURS	Contract Management
Lundquist, Mason D.		06-01-2026	1.00	HOURS	Construction Admin
Lundquist, Mason D.		06-03-2026	1.00	HOURS	Construction Admin
Lundquist, Mason D.		06-04-2026	1.00	HOURS	Construction Admin
Lundquist, Mason D.		06-05-2026	1.00	HOURS	Construction Admin
Lundquist, Mason D.		06-08-2026	2.00	HOURS	Construction Admin
Lundquist, Mason D.		06-10-2026	2.00	HOURS	Construction Admin
Lundquist, Mason D.		06-12-2026	1.00	HOURS	Construction Admin
TOP TASK TOTAL			**15.00**		

Top Task	002	EVALUATIONS/RECOMMENDATIONS			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Lundquist, Mason D.		06-15-2026	2.00	HOURS	Evaluations
Lundquist, Mason D.		06-17-2026	1.00	HOURS	Evaluations
Lundquist, Mason D.		06-19-2026	1.00	HOURS	Evaluations
Lundquist, Mason D.		06-22-2026	1.00	HOURS	Evaluations
Lundquist, Mason D.		06-25-2026	1.00	HOURS	Evaluations
TOP TASK TOTAL			**6.00**		

GRAND TOTAL	200-37678-25001	**21.00**

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$43,255.10
Current Billing	$3,305.00
Total Billed to Date	$46,560.10
Contract Balance Remaining	$4,069.90

BOND
307-546090-53925

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615080
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

~~FY 2025-15~~
PO11669
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-26007** **STORM CCTV INSPECTIONS**
Top Task **001** **INSPECTION SERVICES**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Pierce, Thaylin W.	Construction Project Rep 2	23.00	$120.00	$2,760.00
TOTAL LABOR		**23.00**		**$2,760.00**
		SUBTOTAL		**$2,760.00**
		Total Top Task# 001		**$2,760.00**
		Total Project# 200-37678-26007		**$2,760.00**

TOTAL AMOUNT DUE THIS INVOICE: **$2,760.00**

OK
U

Gross Contract Summary	
Contract Amount	$15,425.00
Previously Billed	$6,012.88
Current Billing	$2,760.00
Total Billed to Date	$8,772.88
Contract Balance Remaining	$6,652.12

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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FORT MYERS, FL 33913

INVOICE NUMBER: 52615080
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2025-15
PO11669
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number 200-37678-26007 STORM CCTV INSPECTIONS

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
INSPECTION SERVICES	$15,425.00	56.87%	$8,772.88	$6,012.88	$2,760.00
TOTAL	**$15,425.00**	**56.87%**	**$8,772.88**	**$6,012.88**	**$2,760.00**

TOTAL AMOUNT DUE THIS INVOICE: $2,760.00

Gross Contract Summary	
Contract Amount	$15,425.00
Previously Billed	$6,012.88
Current Billing	$2,760.00
Total Billed to Date	$8,772.88
Contract Balance Remaining	$6,652.12

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-26007
PROJECT NAME: STORM CCTV INSPECTIONS
INVOICE NUMBER: 52615080
INVOICE DATE: 07/15/2026
END DATE: 06/26/2026

Top Task 001 **INSPECTION SERVICES**

EMPLOYEE	DATE	QUANTITY	UOM	COMMENT
Pierce, Thaylin W.	05-27-2026	2.00	HOURS	Stoneybrook storm system cleaning observation
Pierce, Thaylin W.	05-29-2026	2.00	HOURS	Stoneybrook storm system cleaning observation
Pierce, Thaylin W.	06-01-2026	2.00	HOURS	Storm cleaning observation
Pierce, Thaylin W.	06-02-2026	2.00	HOURS	Storm cleaning observation
Pierce, Thaylin W.	06-04-2026	2.00	HOURS	Storm cleaning observation
Pierce, Thaylin W.	06-05-2026	2.00	HOURS	Storm cleaning observation
Pierce, Thaylin W.	06-08-2026	2.00	HOURS	StoneyBrook storm cleaning inspection
Pierce, Thaylin W.	06-09-2026	2.00	HOURS	StoneyBrook storm cleaning inspection
Pierce, Thaylin W.	06-12-2026	2.00	HOURS	Stoneybrook storm cleaning inspection
Pierce, Thaylin W.	06-18-2026	2.00	HOURS	Storm cleaning observation, Stoneybrook
Pierce, Thaylin W.	06-19-2026	1.00	HOURS	Job site observation, StoneyBrook storm cleaning
Pierce, Thaylin W.	06-25-2026	2.00	HOURS	Storm cleaning observation
TOP TASK TOTAL		**23.00**		
GRAND TOTAL 200-37678-26007		**23.00**		

Gross Contract Summary	
Contract Amount	$15,425.00
Previously Billed	$6,012.88
Current Billing	$2,760.00
Total Billed to Date	$8,772.88
Contract Balance Remaining	$6,652.12

BOND
307-546084-54101

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615085
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2026-5
PO11792
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-26008** **GRIFFIN DR SIDEWALK**
Top Task **002** **BID DOCUMENT PREPARATION**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Agapi, Steven J.	Project Manager 1	2.00	$205.00	$410.00
Nesbitt, Lisa M.	Engineer 3	13.00	$140.00	$1,820.00
Schwab, Michael V.	Sr Engineer 1	1.00	$240.00	$240.00
Shannan, Shamus P.	Engineering Technician	6.00	$80.00	$480.00
Swartzentruber, Brandon L.	Sr CAD Designer 1	14.00	$150.00	$2,100.00
TOTAL LABOR		**36.00**		**$5,050.00**
		SUBTOTAL		**$5,050.00**
		Total Top Task# 002		**$5,050.00**

Top Task **003** **PERMITTING**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Shannan, Shamus P.	Engineering Technician	9.00	$80.00	$720.00
TOTAL LABOR		**9.00**		**$720.00**
		SUBTOTAL		**$720.00**
		Total Top Task# 003		**$720.00**
		Total Project# 200-37678-26008		**$5,770.00**

TOTAL AMOUNT DUE THIS INVOICE: **$5,770.00**

OK
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BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615085
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

Gross Contract Summary	
Contract Amount	$29,804.00
Previously Billed	$16,177.15
Current Billing	$5,770.00
Total Billed to Date	$21,947.15
Contract Balance Remaining	$7,856.85

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: **GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52615085
INVOICE DATE: 07/15/2026
SERVICES THROUGH: 06/26/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2026-5
PO11792
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-26008** **GRIFFIN DR SIDEWALK**

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
SURVEYING	$10,089.00	91.66%	$9,247.15	$9,247.15	$0.00
BID DOCUMENT PREPARATION	$12,665.00	92.62%	$11,730.00	$6,680.00	$5,050.00
PERMITTING	$7,050.00	13.76%	$970.00	$250.00	$720.00
TOTAL	**$29,804.00**	**73.64%**	**$21,947.15**	**$16,177.15**	**$5,770.00**

TOTAL AMOUNT DUE THIS INVOICE: **$5,770.00**

Gross Contract Summary	
Contract Amount	$29,804.00
Previously Billed	$16,177.15
Current Billing	$5,770.00
Total Billed to Date	$21,947.15
Contract Balance Remaining	$7,856.85

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-26008
PROJECT NAME: GRIFFIN DR SIDEWALK
INVOICE NUMBER: 52615085
INVOICE DATE: 07/15/2026
END DATE: 06/26/2026

Top Task 002 **BID DOCUMENT PREPARATION**

EMPLOYEE	DATE	QUANTITY	UOM	COMMENT
Agapi, Steven J.	06-25-2026	2.00	HOURS	Plan review
Nesbitt, Lisa M.	05-27-2026	1.00	HOURS	Finalize 75% package
Nesbitt, Lisa M.	05-28-2026	1.00	HOURS	Finalize 75% package
Nesbitt, Lisa M.	06-02-2026	2.00	HOURS	Plan set markups - Transportation meeting
Nesbitt, Lisa M.	06-03-2026	2.00	HOURS	Plan set markups
Nesbitt, Lisa M.	06-11-2026	2.00	HOURS	Markups
Nesbitt, Lisa M.	06-12-2026	1.00	HOURS	Markups
Nesbitt, Lisa M.	06-15-2026	2.00	HOURS	Markups
Nesbitt, Lisa M.	06-22-2026	2.00	HOURS	Redlines
Schwab, Michael V.	06-02-2026	1.00	HOURS	Project Meeting & Meeting Prep Reference Material AASHTO Green Book & MUTCD Guidance for intersections/sidewalks
Shannan, Shamus P.	05-26-2026	3.00	HOURS	Spec edits and analysis
Shannan, Shamus P.	05-29-2026	3.00	HOURS	Final Spec Updates
Swartzentruber, Brandon L.	05-29-2026	1.00	HOURS	75 submittle
Swartzentruber, Brandon L.	06-25-2026	4.00	HOURS	sidewalk design
Swartzentruber, Brandon L.	06-26-2026	9.00	HOURS	sidewalk design
TOP TASK TOTAL		**36.00**		

Top Task 003 **PERMITTING**

EMPLOYEE	DATE	QUANTITY	UOM	COMMENT
Shannan, Shamus P.	06-10-2026	3.00	HOURS	Permitting and meeting scheduling
Shannan, Shamus P.	06-11-2026	2.00	HOURS	Permitting and meeting scheduling
Shannan, Shamus P.	06-17-2026	1.00	HOURS	Informal meeting application
Shannan, Shamus P.	06-18-2026	1.00	HOURS	Informal meeting application
Shannan, Shamus P.	06-22-2026	1.00	HOURS	Pre-app scheduling and correspondence
Shannan, Shamus P.	06-23-2026	1.00	HOURS	Pre-app scheduling and correspondence
TOP TASK TOTAL		**9.00**		

GRAND TOTAL 200-37678-26008 **45.00**

Approved by Lisa Nesbitt

Gross Contract Summary	
Contract Amount	$29,804.00
Previously Billed	$16,177.15
Current Billing	$5,770.00
Total Billed to Date	$21,947.15
Contract Balance Remaining	$7,856.85

BOND

307-546090-53925

Tetra Tech, Inc.
201 E. Pine Street
Suite 1000
Orlando, FL 32801
(407) 839-3955

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52625440
INVOICE DATE: 08/11/2026
SERVICES THROUGH: 07/24/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2024-14
PO11015
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-25001** **STORMWATER CCTV**
Top Task **001** **BIDDING SUPPORT/CONTRACT MGMT**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Lundquist, Mason D.	Project Engineer 1	1.00	$165.00	$165.00
TOTAL LABOR		**1.00**		**$165.00**
		SUBTOTAL		**$165.00**
		Total Top Task# 001		**$165.00**

Top Task **002** **EVALUATIONS/RECOMMENDATIONS**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Hansing, Matthew	Engineer 2	6.00	$125.00	$750.00
Lundquist, Mason D.	Project Engineer 1	4.00	$165.00	$660.00
TOTAL LABOR		**10.00**		**$1,410.00**
		SUBTOTAL		**$1,410.00**
		Total Top Task# 002		**$1,410.00**
		Total Project# 200-37678-25001		**$1,575.00**

TOTAL AMOUNT DUE THIS INVOICE: **$1,575.00**

OK
U

APPROVED
Mason Lundquist

BILL TO: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52625440
INVOICE DATE: 08/11/2026
SERVICES THROUGH: 07/24/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$46,560.10
Current Billing	$1,575.00
Total Billed to Date	$48,135.10
Contract Balance Remaining	$2,494.90

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

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201 E. Pine Street
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Orlando, FL 32801
(407) 839-3955

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ATTN: ACCOUNTS PAYABLE
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS, FL 33913

INVOICE NUMBER: 52625440
INVOICE DATE: 08/11/2026
SERVICES THROUGH: 07/24/2026
FEDERAL TAX ID#: 95-4148514
TERMS: NET 30

FY 2024-14
PO11015
ACCOUNTSPAYABLE@GATEWAYDISTRICT.ORG
PROFESSIONAL SERVICES:

Project Number **200-37678-25001** **STORMWATER CCTV**

DESCRIPTION (TASK)	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
BIDDING SUPPORT/CONTRACT MGMT	$29,715.00	97.53%	$28,980.10	$28,815.10	$165.00
EVALUATIONS/RECOMMENDATIONS	$20,915.00	91.58%	$19,155.00	$17,745.00	$1,410.00
TOTAL	**$50,630.00**	**95.07%**	**$48,135.10**	**$46,560.10**	**$1,575.00**

TOTAL AMOUNT DUE THIS INVOICE: **$1,575.00**

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$46,560.10
Current Billing	$1,575.00
Total Billed to Date	$48,135.10
Contract Balance Remaining	$2,494.90

REMIT PAYMENT TO:

TETRA TECH, INC.
PO BOX 200191
DALLAS, TX 75320-0191

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

TETRA TECH - TIMESHEET DETAIL

PROJECT NUMBER: 200-37678-25001
PROJECT NAME: STORMWATER CCTV
INVOICE NUMBER: 52625440
INVOICE DATE: 08/06/2026
END DATE: 07/24/2026

Top Task	**001**	**BIDDING SUPPORT/CONTRACT MGMT**			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Lundquist, Mason D.		07-24-2026	1.00	HOURS	Construction Management
TOP TASK TOTAL			**1.00**		

Top Task	**002**	**EVALUATIONS/RECOMMENDATIONS**			
EMPLOYEE		**DATE**	**QUANTITY**	**UOM**	**COMMENT**
Hansing, Matthew		07-14-2026	2.00	HOURS	CCTV Review Submittal 5
Hansing, Matthew		07-23-2026	3.00	HOURS	Pay App 9 CCTV Review
Hansing, Matthew		07-24-2026	1.00	HOURS	Pay App 9 CCTV Review
Lundquist, Mason D.		07-13-2026	1.00	HOURS	Evaluations
Lundquist, Mason D.		07-15-2026	1.00	HOURS	Evaluations
Lundquist, Mason D.		07-20-2026	1.00	HOURS	Evaluations
Lundquist, Mason D.		07-22-2026	1.00	HOURS	Evaluations
TOP TASK TOTAL			**10.00**		

GRAND TOTAL	200-37678-25001	**11.00**

Gross Contract Summary	
Contract Amount	$50,630.00
Previously Billed	$46,560.10
Current Billing	$1,575.00
Total Billed to Date	$48,135.10
Contract Balance Remaining	$2,494.90

REQUISITION

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023-2
(PELICAN PRESERVE ASSESSMENT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Gateway Services Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain Second Supplemental Trust Indenture dated as of March 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 16

(B) Name of Payee: Gateway Services CDD

(C) Amount Payable: $ 32,259.94

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2023-2 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2023-2 Project, which Costs are allocable only to the Pelican Preserve Assessment Area; and

4. each disbursement represents a Cost of the Series 2023-2 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date:_____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Series 2023-2 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Steven Agapi

Digitally signed by Steven Agapi
DN: C=US, E=steven.agapi@tetratech.com, O=Tetra Tech, CN=Steven Agapi
Date: 2026.08.26 15:32:15-04'00'

Consulting Engineer

Amount	Date	Vendor	Invoice #	Description	Bond GL Account	Bond GL Description	Cateagory
$ 1,500.00	8/10/26	Extreme Divers	23191	Stormwater Pipe Cleaning	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 1,500.00	6/18/26	Extreme Divers	23173	Stormwater Pipe Cleaning	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 436.25	6/16/26	Lee Cty Community Dev	3006079	DO resubmittal fee	307-563080-51302	PW Storage Facility	Admin
$ 436.25	7/27/26	Lee Cty Community Dev	3022489	DO resubmittal fee	307-564303-57201	Parks & Recreation Fields & Amenities	Parks & Rec
$ 2,811.25	8/3/26	Lee Cty Community Dev	3025934	DO base plan plus acreage	307-563080-51302	PW Storage Facility	Admin
$ 62,656.44	6/25/26	Keystone Ridge Designs	31838	Benches for park and admin bldg	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 32,275.56	6/25/26	Keystone Ridge Designs	31838	Benches for park and admin bldg	564300-51302	Main District Building Construction	Admin
$ 24,131.25	7/20/26	Keystone Ridge Designs	31906	Benches for park and admin bldg	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 12,431.25	7/20/26	Keystone Ridge Designs	31906	Benches for park and admin bldg	564300-51302	Main District Building Construction	Admin
$ 3,592.28	6/11/26	Utility Solutions & Automation	1193	flanges, flange kits and end points	564300-51302	Main District Building Construction	Admin
$ 938.11	6/11/26	Utility Solutions & Automation	1193	flanges, flange kits and end points	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 265.10	7/2/26	South Trail Fire	26-2892-4161	Plan Review PW Maint Bldg	307-563080-51302	PW Storage Facility	Admin
$ 11,478.04	6/30/26	Atlantic Pipe	Pay App 8	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 20,302.53	7/22/26	Atlantic Pipe	Pay App 9	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 8,175.00	6/15/26	Copeland	619	Repairs on Lake 133	307-563073-53925	Lake Bank Point Repairs and Maintenance	Waterway
$ 3,775.00	6/22/26	Copeland	616	Repairs Lake 114	307-563073-53925	Lake Bank Point Repairs and Maintenance	Waterway
$ 7,175.00	6/30/26	Copeland	623	Repairs by weir #2	307-563073-53925	Lake Bank Point Repairs and Maintenance	Waterway
$ 182,129.06	8/10/26	Owen-Ames-Kimball	Pay app 14	Admin Bldg Construction	564300-51302	Main District Building Construction	Admin
$ 198,590.57	8/10/26	Owen-Ames-Kimball	Pay app 14	Commons Park Construction	307-564309-57201	Gateway Commons Construction	Parks & Rec
$ 15,617.15	6/22/26	Tetra Tech	52604483	Griffin Dr. Sidewalk	307-546084-54101	Sidewalk Maintenance & Replacement	Parks & Rec
$ 1,480.00	6/22/26	Tetra Tech	52604478	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 720.00	6/22/26	Tetra Tech	52604479	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 3,305.00	7/15/26	Tetra Tech	52615079	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 2,760.00	7/15/26	Tetra Tech	52615080	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway
$ 5,770.00	7/15/26	Tetra Tech	52615085	Griffin Dr. Sidewalk	307-546084-54101	Sidewalk Maintenance & Replacement	Road & Landscape
$ 1,575.00	8/11/26	Tetra Tech	52625440	CCTV Storm Sewer	307-546090-53925	Stormwater System Repair & Swale Reclamation	Waterway

Bond GL Account	Bond GL Description	Total Requested
307-546084-54101	Sidewalk Maintenance & Replacement	$21,387.15
307-546090-53925	Stormwater System Repair & Swale Reclamation	$44,620.57
307-563073-53925	Lake Bank Point Repairs and Maintenance	$19,125.00
307-563080-51302	PW Storage Facility	$3,512.60
307-564303-57201	Parks & Recreation Fields & Amenities	$436.25
307-564309-57201	Gateway Commons Construction	$286,316.37
564300-51302	Main District Building Construction	$230,428.15
Grand Total		**$605,826.09**

	2023-1		2023-2	
	Gateway	Util	PP	TOTAL
Main District Building	$62,215.60	$135,952.61	$32,259.94	$230,428.15
Gateway Only Items	$375,397.94			$375,397.94
Totals	**$437,613.54**	**$135,952.61**	**$32,259.94**	**$605,826.09**
	$573,566.15			

KEYSTONE RIDGE DESIGNS
670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

INVOICE

Invoice: 31838

Date: 6/25/2026
Printed At: 6/25/2026 11:12:37 AM

Sold To:

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS FL 33913
USA

Ship To:

GATEWAY COMMONS ADMINISTRATION BUILDING
11301 GATEWAY BLVD
FORT MYERS FL 33913
USA

PO Number: PO11935	Terms: SOURCEWELL NET30		
Sales Rep: Hannah Muth	Ordered: 6/17/2026	Ship Via:	B&H FTL Shipping
Packing Slip: 1908		Ship Date:	6/25/2026

Legal Number:31838

Line	Item Number/Description Attributes	Quantity	Unit Price		Extended
1	K-TH024-00-00-000-00-0002 Children's, Thendara Bench With Back, 4', Steel Frame & Material, Bronze	2	1185.00/1 ***PO Number:*** PO11935		2,370.00
				Disc:	-237.00
2	S-HP06-1S2N-RT30480-000-0T0-00-0002 Standard, Hapsburg Table Set, 30X48" Rectangle, 2 Chairs Without Back & Without Arms, Steel Frame & Material, No Umbrella Hole, Bolt Down Tabs, Bronze	24	3640.00/1 ***PO Number:*** PO11935		87,360.00
				Disc:	-8,736.00
3	S-BE026-00-00-000-00-0002 Standard, Bessemer Bench With Back, 6', Steel Frame & Material, Bronze	10	1575.00/1 ***PO Number:*** PO11935		15,750.00
				Disc:	-1,575.00

307-564309-57201 = 62,656.44
307-564300-51302 = 32,275.56

KEYSTONE RIDGE DESIGNS
670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

INVOICE

Invoice: 31838

Date: 6/25/2026
Printed At: 6/25/2026 11:12:37 AM

Payment Schedule		
Line	Date	Amount
1	7/25/2026	94,932.00
	Total	94,932.00

Line(s) Subtotal:	**94,932.00**
Miscellaneous Charges:	**0.00**
Less Advance Billing:	**0.00**
Total Tax:	**0.00**
Reverse Charge Tax:	**0.00**
Less Prepaid Deposits:	**0.00**
Less Deposit:	**0.00**
Rounding:	**0.00**
Total	**$94932.00**

KEYSTONE RIDGE DESIGNS
670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

INVOICE

Invoice: 31906

Page: 1 of 1
Date: 7/20/2026
Printed At: 7/22/2026 1:22:24 PM

Sold To:

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
11922 FAIRWAY LAKES DR
STE 1
FORT MYERS FL 33913
USA

Ship To:

GATEWAY COMMONS ADMINISTRATION BUILDING
11301 GATEWAY BLVD
FORT MYERS FL 33913
USA

PO Number: PO11935
Sales Rep: Hannah Muth
Packing Slip: 1977
Terms: SOURCEWELL NET30
Ordered: 6/17/2026
Ship Via: B&H FTL Shipping
Ship Date: 7/20/2026

Legal Number: 31906

Line	Part Number/Description / Attribute Set	Quantity	Unit Price		Ext Price
1	S-BE026-00-00-000-00-0002 Standard, Bessemer Bench With Back, 6', Steel Frame & Material, Bronze	12	1575.00/1 ***PO Number:*** PO11935		18,900.00
				Disc:	-1,890.00
2	S-BE03-32E-RD-DL0-000-10-00-0002 Standard, Bessemer Litter (w/ Door & Locking Tabs), 32 Gallon, Elevated Legs, Round, Built-In Top, Steel Frame & Material, Plastic Liner, Bronze	11	1975.00/1 ***PO Number:*** PO11935		21,725.00
				Disc:	-2,172.50

Payment Schedule	Due Date	Amount
1	8/19/2026	36,562.50
	Total	36,562.50

564300-51302 $12431.25
307-564309-57201 $24131.25

Line(s) Subtotal:	**36,562.50**
Miscellaneous Charges:	**0.00**
Less Advance Billing:	**0.00**
Total Tax:	**0.00**
Reverse Charge Tax:	**0.00**
Less Prepaid Deposits:	**0.00**
Less Deposit:	**0.00**
Rounding:	**0.00**
Total	**$36562.50**

Bond- 307
3592.28-307-564300-51302
938.11 - 307-564309-57201

Invoice

Date	Invoice #
6/11/2026	1193

Utility Solutions & Automation, LLC

PO Box 1190
Brandon, FL 33509
Phone: 1-833-379-6111
E-Mail: Angela@utilitysa.com

Bill To	Ship To
Gateway Services CDD 11922 Fairway Lakes Driver Suite 1 Fort Myers, FL 33913	Gateway Services CDD 13240 Griffin DR Fort Myers, FL 33913

P.O. Number	S.O. No.	Terms
PO11894	1030	Net 30

Quantity	Description	Ordered	Price Each	Prev. In...	Backord...	Amount
1	E-Series G2 Bronze 4" x 20" Ultrasonic Meter, TP, Temp, Prsr, Reclaimed, USG, 9 Dial Resolution, SN Yr 9D & PBB, 10' Twist Tight Connector, BMI Standard Testing. BMI #104-8202GS	1	2,682.63	0	0	2,682.63
1	E-Series BRZ Gen 2 Ultrasonic Meter, 2"x17", Elliptical, USG, 9 Dial Resolution, SN Yr 9D & PBB, 10' TT Connector, BMI Standard Testing -Less Connections. BMI# 117-1488GS	1	799.87	0	0	799.87
1	1-1/2" E-Series Stainless Steel Elliptical Ultrasonic Meter, USG, 9 Dial Resolution, SN Yr 9D & PBB, 10' Twist Tight Connector, BMI Standard Testing, Thick Washers -Less Connections. BMI #100-2942GS	1	593.67	0	0	593.67
3	EP Only, For Enc, ORION HLG, Verizon, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK, BMI Part No.: 116-2418GS	3	138.24	0	0	414.72

	Subtotal
	Sales Tax (0.0%)
	Total
	Balance Due

Utility Solutions & Automation, LLC

PO Box 1190
Brandon, FL 33509
Phone: 1-833-379-6111
E-Mail: Angela@utilitysa.com

Invoice

Date	Invoice #
6/11/2026	1193

Bill To	Ship To
Gateway Services CDD 11922 Fairway Lakes Driver Suite 1 Fort Myers, FL 33913	Gateway Services CDD 13240 Griffin DR Fort Myers, FL 33913

P.O. Number	S.O. No.	Terms
PO11894	1030	Net 30

Quantity	Description	Ordered	Price Each	Prev. In...	Backord...	Amount
2	4" Meter Flange Kit - Includes 1ea. 4" 150# Red Rubber Full Face Gaskets, Bolts & Nuts. Item #7159	2	19.75	0	0	39.50

Please remit payments to:
Utility Solutions & Automation of Florida, LLC
PO Box 1190
Brandon, FL 33509

Subtotal	$4,530.39
Sales Tax (0.0%)	$0.00
Total	$4,530.39
Balance Due	$4,530.39

307-564300513O2 $182,129.06
307-564389-57201 $198,590.57

BID NO. ITB-24-18-AD

GSD:011 - CONSTRUCTION CONTRACT ESTIMATE AND REQUISITION FOR PAYMENT FORMS

(1 of 3 Pages)

Date: 8/10/2026

Bid No.: ITB-24-18-AD Contract No.: ITB-24-18-AD Project No.: PO11222

Estimate No.: 14 (☒ Partial ☐ Final) for Period 7/01/2026 to 7/31/2026

Project Name: Gateway Services CDD - Administration Building Construction & Associated Park Components

PAYEE:

Contractor's Name: Owen-Ames-Kimball Company
Mailing Address: 11941 Fairway Lakes Drive
City & State: Fort Myers, FL Zip Code: 33913

Deliver Warrant: Special Instructions - If Other than Mail

Attach a list of names and addresses of all Sub-Contractors, material men, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: 02/07/2025

Total Amount of Original Contract				$ 8,229,406.00
PLUS: Change Order # 1	dated 1/21/2026	$ (11,912.19)		
Change Order # 2	dated 1/28/2026	$ 30,352.80		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Total Change Orders ADDING to cost of Contract				$ 18,440.61
LESS: Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Change Order #	dated	$		
Total Change Orders SUBTRACTING from cost of Contract				$ 0.00
Less Total Unit Price Amount Not Used Per Final Field Measurements				$ 0.00
TOTAL OF ABOVE				$ 8,247,846.61

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the DISTRICT's Finance Office or to Contracts Mgmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition $ 400,757.51	Retainage $ 20,037.88		
Total Complete to Date (Column F, Sheet 3)			$ 5,907,844.40
Retainage 5.00 % (Percent required in Contract Documents)			$ 295,392.21
Total Earned Less Retainage			$ 5,612,452.19
Less Prior Payments Made			$ 5,231,732.56
Less Liquidated Damages			$ 0.00
Amount of this Requisition			$ 380,719.63
Total Amount Paid to DBE's from above	$ 0.00		

Project Name: **Gateway Services CDD - Administration Building Construction & Associated Park Components**

Bid No.: **ITB-24-18-AD**
Contract No.: **ITB-24-18-AD**
Estimate No.: **14**
Project No.: **PO11222**
Requisition Date: **8/10/2026**
Period From: **7/01/2026**
To: **7/31/2026**

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, material men or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby hereby certify the amount of $ **380,719.64** to the District for a progress payment.

Signed: _____
Contractor

Date: **8/10/2026**
CORPORATE SEAL

STATE OF (FLORIDA)
COUNTY OF (LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this **10th** day of **August**, 20**26**, by means of (**X**) physical presence or ( ) online notarization, personally appeared **Jo Durocher** as **Division Controller** of **Owen-Ames-Kimball Company**,
(**X**) who personally known to me or ( ) who has produced _____ as identification.

MARCO ZAPUCIOIU
Notary Public - State of Florida
Commission # HH 702900
My Comm. Expires Jul 27, 2029
Bonded through National Notary Assn.

_____
NOTARY PUBLIC - State of Florida

My commission expires: **12/12/2027**

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of $ **380,719.64** to Gateway Services Community Development District for progress payment.

Signed: Eric D Fey Digitally signed by Eric D Fey Date: 2026.08.17 14:54:27-04'00'
Owner's Rep. Preparing Estimate

Date: _____

Signed: Chelsea O'Riley Digitally signed by Chelsea O'Riley Date: 2026.08.17 15:03:36 -04'00'
Department/Division Director

Date: _____

Alternate No.

TO OWNER/CLIENT:
Gateway Services Community Development District
11922 Fairway Lakes Dr, Suite 1
Fort Myers, Florida 33913

PROJECT:
4123 Gateway Administration Building & Sports Park
11301 Gateway Blvd
Fort Myers, Florida 33913

APPLICATION NO: 14
INVOICE NO: 14
PERIOD: 07/01/26 - 07/31/26
PROJECT NO: 4123
CONTRACT DATE: 12/19/2024

FROM CONTRACTOR:
Owen-Ames-Kimball Co. - Florida
11941 Fairway Lakes Drive
Fort Myers, Florida 33913

VIA ARCHITECT/ENGINEER:
Eric Fey (Tetra Tech)
Estero, 33928

CONTRACT FOR: Gateway Administrative Building and Associated Components Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$8,229,406.00
2.	Net change by change orders		$18,440.61
3.	Contract Sum to date (Line 1 ± 2)		$8,247,846.61
4.	Total completed and stored to date (Column G on detail sheet)		$5,907,844.40
5.	Retainage:		
	a. 5.00% of completed work	$295,392.21	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$295,392.21
6.	Total earned less retainage (Line 4 less Line 5 Total)		$5,612,452.19
7.	Less previous certificates for payment (Line 6 from prior certificate)		$5,231,732.56
8.	Current payment due:		$380,719.63
9.	Balance to finish, including retainage (Line 3 less Line 6)		$2,635,394.42

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$30,352.80	$(11,912.19)
Total approved this month:	$0.00	$0.00
Totals:	$30,352.80	$(11,912.19)
Net change by change orders:	$18,440.61	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Owen-Ames-Kimball Co. - Florida

By: _____ Date: 8/10/2026

State of: Florida
County of: Lee
Subscribed and sworn to before me this 10th day of August, 2026
Notary Public: Marco Zapucioiu
My commission expires: July 27, 2029

MARCO ZAPUCIOIU
Notary Public - State of Florida
Commission # HH 702900
My Comm. Expires Jul 27, 2029
Bonded through National Notary Assn.

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $380,719.63

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 9.B**

Fire Hydrant Painting Contract

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Approve the estimate from R&M Services in the not to exceed amount of $44,510, piggybacking on the City of Longboat Key contract IFB-24-091 for labor to repaint the District's fire hydrants and piggyback and approve estimate from Ferguson Waterworks in the amount of $2,872, piggybacking the Lee County contract B210496ACN for material to repaint the hydrants.

Why the action is necessary:

The Board is required to act on this agenda item since the total project price exceeds the $30,000 limit that the District Manager can approve without seeking prior consent from the Board of Supervisors.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
CONSENT AGENDA ITEMS	Consent Agenda Items	Austin Minoli

---

5. **Background**:

Staff was directed by the Board of Supervisors to seek proposals to have the District's fire hydrants repainted. The District obtained an estimate from R&M Services, who has an existing contract with the City of Longboat Key (IFB-24-091) for fire hydrant repair, maintenance and replacement services, to repaint all of the hydrants in the District's service area, less those that are in the City of Fort Myers city limits which are regularly painted by the City of Fort Myers fire department although these will be assessed separately and repainted on an as-needed basis. In total, 497 fire hydrant in the District's service area will be repainted as part of this project. If approved, the tentative start date for the project would be October 1st, 2026.

Attachments:

1. Hydrant Plan Layout R&M Services.pdf
2. R&M Service Solutions Quote, updated.pdf
3. Ferguson Waterworks Quote.pdf
4. Longboat Key Contract IFB 24-091 Executed 01062025.pdf
5. FERGUSON_PIGGYBACK_CONTRACT-_GSCDD_signed.pdf

Financial Impact:

Not to exceed $47,382 from Fire Hydrant Repairs, budget $40,000 (400-546976-53150)

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:
Approve as requested.

Contract Status	Count of Hydrants
Paint all Hydrants	497
Paint as Needed	96

- Fire Hydrants

Paint as part of Contract

- Paint all hydrants
- Paint as needed

Source: Lee County, FL, State of Florida, Vantor

GATEWAY SERVICES CDD

CREATED BY:	Austin Minoli - Assistant Utilities Manager
COORDINATE SYSTEM:	Name: NAD 1983 2011 StatePlane Florida West FIPS 0902 Ft US
22" x 34" SCALE:	N/A
11" x 17" SCALE:	N/A

HYDRANT PAINTING

N

Y:\Austin_Minoli\000 ArcGIS Projects\Hydrant Painting Plan\Hydrant Painting Plan.aprx
Hydrant Plan Layout R&M Services

8/21/2026 12:45 PM
austinm

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Austin Minoli	Job Name:	Gateway District Hydrant Paint Proposal
Company;	Gateway District	Quote Number:	26M0294RM
	11922 Fairway Lakes Dr. Suite 1	Date:	8/6/2026
	Ft Myers, FL 33913	Revision	Revision 1Travel Expenses
Phone:	(239) 770-8145	Revision Date:	08/24/2026
Email:	austin.minoli@gatewaydistrict.org		

Hydrant Painting IAW Longboat Key Fire Hydrant
Maintenance, Repair & Replacement Services 24-091

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2 Fire Hydrant Painting	497.00	EA	70.00	34,790.00
2	62 Mob and Demob Fire Hydrant Painting	1.00	LS	1,500.00	1,500.00
3	62 Fire Hydrant Painting- Travel Expense(s)	3.00	EA.	500.00	1,500.00
	Base Bid				**37,790.00**
	If Determined by District				
10	2 Fire Hydrant Painting to be determined by District	96.00	EA	70.00	6,720.00

NOTES:

Proposal for Gateway District IAW Longboat Key Fire Hydrant Maintenance, Repair, Replacement Services IFB 24-091 Modified.

Scope or Work

Fire Hydrant Painting per Gateway District color scheme

Estimated Duration 3 weeks, travels expense for crew(s)is noted in the proposal.

Note: Paint to be supplied by District/others.

If you have any questions, please feel free to contact us at R&M Service Solutions.
Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

FERGUSON WATERWORKS

FEL-FT. MYERS WATERWORKS #127
17323 JEAN STREET
FT MYERS, FL 33967-9998

Phone: 239-433-0555
Fax: 239-433-0405

Deliver To:
From: **Andrew Florance**
andrew.florance@ferguson.com
Comments:

10:53:14 AUG 24 2026

FERGUSON ENTERPRISES, LLC #127
Price Quotation
Phone: 239-433-0555
Fax: 239-433-0405

Bid No: B355204
Bid Date: 08/24/26
Quoted By: APF

Cust Phone: 239-561-1313
Terms: NET 10TH PROX

Customer: GATEWAY SERVICES CDD
13240 GRIFFIN DR
FT MYERS, FL 33913

Ship To: GATEWAY SERVICES CDD
13240 GRIFFIN DR
FT MYERS, FL 33913

Cust PO#:

Job Name: HYDRANT REPAINT PROJ

Item	Description	Quantity	Net Price	UM	Total
WDTMYEL1	TALON DIR TO MTL INDUS ENML YELL LEAD TIME 4-5 DAYS	40	71.800	EA	2872.00

Net Total:	$2872.00
Tax:	$0.00
Freight:	$0.00
Total:	$2872.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=127&on=26745

Docusign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

To:	Howard
From:	Kari
Date:	1/3/2025
Subject:	Signature approval

Howard,

Attached for your signature is an annual agreement for fire hydrant maintenance and repair. The initial term is for 3-years with 2 optional renewals.

.

Thank you-
Kari

DocuSigned by:
Sue Smith
FINANCE
6314160A44621435...

Bal $93,722

401.30.52.546.4604

Docusign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

TOWN OF LONGBOAT KEY

AGREEMENT

FOR

IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

This **AGREEMENT** for annual fire hydrant maintenance, repair and replacement services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **R&M Service Solutions, LLC** whose address is 7256 West Port Place., West Palm Beach, Florida 33413 and whose Federal Employer Identification Number is 27-1422665, (hereinafter "Contractor"), as of the latest date appearing on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual fire hydrant maintenance, repair and replacement services testing services in accordance with all applicable local, state, and federal rules; and,

WHEREAS, the Town has solicited for these services via IFB 24-091 Fire Hydrant Maintenance, Repair and Replacement Services, an advertised invitation for bid; and,

WHEREAS, after review and consideration of all responsive bids to IFB 24-091, the Town intends to engage the Contractor to provide the services; and

WHEREAS, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 24-091" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION

2.1 General

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Docusign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

Town of Longboat Key
Attention: Accounts Payable
501 Bay Isles Road
Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to

Docusign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

SECTION 5.0 – INSURANCE

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
Additional Umbrella Liability	$1,000,000	Occurrence / Aggregate
Professional Liability	$1,000,000	Per Claim / Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

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Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

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other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Howard Tipton, Town Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
E-mail: Htipton@longboatkey.org

With a copy to:

Jessie Camburn, Utilities Manager
600 General Harris
Longboat Key, FL 34228
Email: Jcamburn@longboatkey.org

and

Maggie Mooney, Esq.
Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@flgovlaw.com

and

The Town's Procurement Manager via e-mail at Purchasing@longboatkey.org

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As to the Contractor:

Mr. Michael George
7256 West Port Place
West Palm Beach, Fl. 33413
Email: Mgeorge@rmservicesolutions.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this 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 Town and Contractor, who agree that this 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.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

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disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TSHINKLE@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

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SECTION 15.0 - SUBCONTRACTORS

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractors obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 – FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 – TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

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20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

SECTION 22.0 - KEY PERSONNEL

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Michael George, General Manager Cell 352-398-9127

Name: _____

Name: _____

Name: _____

SECTION 23.0 - ANNUAL APPROPRIATIONS

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

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INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

SECTION 26.0 – E-VERIFY

26.1 The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify the Contractor and order Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

ATTEST:
As To R&M Service Solutions, LLC

(Signature)

Penni L Cala, Bid Coordinator
(Print or Type Name)

Date: 01/03/2025

Seal:

CONTRACTOR:
R&M SERVICE SOLUTIONS, LLC

By: _____
(Signature)

Its General Manager
(Title of Authorized Representative)

Michael George
(Print or Type Name)

Date: 01/03/2025

ATTEST:
As to Town of Longboat Key, Florida

DocuSigned by:
Trish Shinkle
Trish Shinkle, Town Clerk

Date: 1/6/2025

Seal: DS

Review of Agreement as to Form

Signed by:
By: R. David Jackson Jr. for
Maggie D. Mooney, Esq., Town Attorney

TOWN
Town of Longboat Key, Florida

DocuSigned by:
By: Howard Tipton
Howard Tipton, Town Manager

Date: 1/6/2025

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R&MSERV-01 MOWERYD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: Dianne Klaus
PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No):
E-MAIL ADDRESS: Dianne.Klaus@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : The Continental Insurance Company	35289
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6042667780	7/21/2024	7/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			6081140945	7/21/2024	7/21/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			7034018351	7/21/2024	7/21/2025	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		6042667794	7/21/2024	7/21/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-24	7/21/2024	7/21/2025	Leased/Rented-Item	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

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

AUTHORIZED REPRESENTATIVE

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Exhibit A

Incorporated by reference the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto.

IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services

				R&M SERVICE SOLUTIONS	
Bid Item #	**Description**	**UoM**	**Est Qty**	**Unit Cost**	**Total Cost**
	Hydrant Services				
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	$110.00	$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	$110.00	$110.00
3	Attach Hydrant ID Tag	Each	1	$15.00	$15.00
4	Install Reflective Road Marker	Each	1	$20.00	$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	$50.00	$50.00
6	Upper Barrel Repair	Each	1	$800.00	$800.00
7	Lower Barrel Repair	Each	1	$1,100.00	$1,100.00
8	Hydrant Extension 6 Inch	Each	1	$900.00	$900.00
9	Hydrant Extension 12 Inch	Each	1	$1,200.00	$1,200.00
10	Hydrant Extension 18 Inch	Each	1	$1,400.00	$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	$10,500.00	$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	$12,000.00	$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	$13,000.00	$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	$16,000.00	$16,000.00
14b	6 inch x 8 inch tee	Each	1	$16,500.00	$16,500.00
14c	6 inch x 10 inch tee	Each	1	$16,750.00	$16,750.00
14d	6 inch x 12 inch tee	Each	1	$16,850.00	$16,850.00
14e	6 inch x 14 inch tee	Each	1	$17,250.00	$17,250.00
14f	6 inch x 16 inch tee	Each	1	$17,500.00	$17,500.00
Install					
	water main .				
15	with 6 inch x 6 inch wet tap	Each	1	$12,500.00	$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	$12,800.00	$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	$13,250.00	$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	$13,750.00	$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	$14,000.00	$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	$14,150.00	$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	$5,000.00	$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	$450.00	$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	$200.00	$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	$400.00	$400.00
	Valve Services				
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	$65.00	$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	$65.00	$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	$65.00	$650.00

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Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work	Each	30	$50.00	$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	$200.00	$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	$450.00	$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	$500.00	$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	$1,550.00	$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	$7,500.00	$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	$8,000.00	$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	$8,000.00	$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	$10,000.00	$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	$14,000.00	$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	$15,000.00	$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	$17,000.00	$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	$17,000.00	$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	$12,250.00	$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	$13,987.00	$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	$16,125.00	$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	$18,500.00	$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	$23,400.00	$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	$48,000.00	$48,000.00
	Required use of DI pipe in lieu of C-900 PVC pipe				
42	6 inch	LF	10	$58.00	$580.00
42a	8 inch	LF	10	$71.00	$710.00
42b	12 inch	LF	10	$91.00	$910.00
42c	14 inch	LF	10	$150.00	$1,500.00
42d	16 inch	LF	10	$150.00	$1,500.00
	Line Stop Services				
43	4 inch line stop (316 SS fitting)	Each	2	$13,250.00	$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	$11,550.00	$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	$14,464.00	$28,928.00
46	6 inch line stop (expoxy fitting)	Each	2	$13,393.00	$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	$14,986.00	$14,986.00
48	8 inch line stop (expoxy fitting)	Each	1	$14,407.00	$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	$16,347.00	$16,347.00
50	10 inch line stop (expoxy fitting)	Each	1	$15,221.00	$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	$15,221.00	$15,221.00
52	14 inch line stop (epozy fitting)	Each	1	$18,354.00	$18,354.00
53	16 inch line stop (epozy fitting)	Each	1	$20,099.00	$20,099.00
	Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only				

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Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	$600.00	$600.00
55	8 inch	Each	1	$750.00	$750.00
56	10 inch	Each	1	$815.00	$815.00
57	12 inch	Each	1	$850.00	$850.00
58	14 inch	Each	1	$2,100.00	$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	$50.00	$250.00
60	4 inch by-pass piping	LF	10	$175.00	$1,750.00
61	6 inch by-pass piping	LF	10	$200.00	$2,000.00
62	Mobilization & Demobilization	LS	1	$1,500.00	$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	$1,500.00	$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	$20.00	$20.00
	Dewatering				
65	Dewatering 0-6"	LF	1	$225.00	$225.00
66	Dewatering 6-12"	LF	1	$350.00	$350.00
67	Dewatering 12-18"	LF	1	$485.00	$485.00
	Misc. Materials				
68	Riprap (sand-cement)	CY	1	$500.00	$500.00
69	Fill	CY	1	$150.00	$150.00
70	#57 rock	CY	1	$150.00	$150.00
71	Shell rock	CY	1	$150.00	$150.00
	Sod Replacement				
72	Bahia	SY	1	$150.00	$150.00
73	St. Augustine	SY	1	$150.00	$150.00
74	Seed & Mulch	SY	1	$150.00	$150.00
75	Water (1,000 gallons)	GAL	1,000	$1.00	$1,000.00
	Miscellaneous Services				
76	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	$650.00	$650.00
77	Compaction	CY	1	$250.00	$250.00
78	Backfill	CY	1	$265.00	$265.00
79	Emergency Call Out Response Time	HRS	1	$1,000.00	$1,000.00
				Total Base Bid	$974,464.00

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Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost	Single Side	Double Sided
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS AND SERVICES COMPETITIVELY PROCURED BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT ("Contract") is made and entered into this 7th day of May, 2024 (the "Effective Date") by and between the Gateway Services Community Development District a Florida community development district "(District") whose principal place of business is 11922 Fairway Lakes Dr., Suite # 1, Fort Myers, FL, 33913, and Ferguson Enterprises, LLC, a Virginia limited liability company authorized to do business in the State of Florida ("Vendor") whose address is 751 Lakefront Commons, Newport News, VA 23606 and whose Federal Tax Identification Number is 54-1211771. District and Vendor may also be referred collectively as the "Parties."

WHEREAS, Vendor and the Board of County Commissioners of Lee County, Florida (County") entered into a competitively procured contract known as AGREEMENT FOR WATER, SEWER, AND IRRIGATION MATERIALS, as it may be amended ("County Contract"), pursuant to County Solicitation No. B210496ACN (the "Solicitation"), a copy of the County Contract is attached hereto as **Exhibit "A**" and a copy of the Solicitation is attached hereto as **Exhibit "B"**; and

WHEREAS, District needs to procure water and irrigation materials ("Materials") for both its pilot meter replacement project and the full deployment meter replacement project ("Meter Replacement Projects"); and

WHEREAS, the District desires to have Vendor provide such Materials for the Meter Replacement Projects; and

WHEREAS, the purchase of the Materials under a contract awarded by another governmental entity is authorized provided in part that the Board of Supervisors determines that the Materials were competitively procured in accordance with Florida law and that time and expense factors make it financially advantageous for the District to do so; and

WHEREAS, Vendor is willing to provide such Materials subject to the terms and conditions of the County Contract, with the specific modifications set forth herein; and

WHEREAS, the District's District Manager has determined that the Materials were competitively procured in accordance with Florida law and that piggybacking on the County Contract for the services is financially advantageous to the District, and the District Manager has so advised the Board of Supervisors of the District; and

WHEREAS, the Board of Supervisors has reviewed the County Contract and the recommendation of the District Manager; and

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. Incorporation of County Contract. This Contract incorporates by reference, the County Contract, which is attached hereto as **Exhibit "A"**, with the specific modifications set forth herein.

2. Scope of Service. During the Term of this Contract, Vendor will provide only the Materials as defined and described herein; with the Material pricing as outlined and listed in the County Contract.

3. Pricing. The District will pay Vendor only for Materials ordered, on an as-needed basis, as determined by District Staff. This sum will be Vendor's sole compensation for the Materials provided by Vendor under this Contract.

4. Contract Term. The Term of this Contract commences upon the Effective Date and shall continue for one (1) three (3) year period. This Contract may be renewed in the same manner and under the same terms and conditions as contained in the County Contract.

5. Beneficiary. The parties agree that all obligations of Vendor under the County Contract, and all benefits to be provided by Vendor to Lee County therein, specifically including, but not limited to, its indemnity obligations, insurance obligations, and work product ownership rights, shall inure to the benefit of District, the District Board of Supervisors, and its, officers, agents, employees, successors and assigns, pursuant to this Contract. All references in the Exhibits to Lee County shall mean District where appropriate.

6. Warranties. Vendor, expressly subject to the terms of the manufacturer's warranty, warrants to the District that the Materials to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects in all material aspects throughout the term of the Contract. This warranty shall be in addition to any warranties provided in the County Contract.

7. Designated Representatives. The District's District Manager, or designee, shall be the District's Designated Representative in matters arising under this Contract.

   Chelsea O'Riley, CFM, MPA, District Manager
   11922 Fairway Lakes Dr., Suite # 1
   Fort Myers, FL 33913
   O (239)-561-1313
   C (239) 284-5396
   chelsea.oriley@gatewaydistrict.org

8. Notices. Any notices required under this Contract shall be sent via U.S. Mail, return receipt requested, by hand delivery, or by email, to the parties at the following addresses:

   To Vendor:
   Ferguson Enterprises, LLC
   751 Lakefront Commons, Newport News, VA 23606
   Attn: Mark McFalls ,

Title: General Manager
Email: Mark.McFalls@Ferguson.cc
Phone Number: 239-433-0555

To District

Chelsea O'Riley, CFM, MPA, District Manager
11922 Fairway Lakes Dr., Suite # 1
Fort Myers, FL 33913
O (239)-561-1313
C (239) 284-5396
chelsea.oriley@gatewaydistrict.org

9. Modifications to County Contract. Notwithstanding the incorporation of the County Contract into this Contract as referenced, the Parties hereby agree to certain modifications to the County Contract, as follows:
    a. All references in the County Contract to terms such as "County" or "City" will be deemed to refer to the District. In addition, all references within the County Contract to specific officers/departments/divisions, or to specific locations (such as for delivery of goods/services, receipt of Vendor invoicing, etc.), if not specifically addressed in this Contract, will be deemed to refer to the equivalent District officers/departments/divisions, and District locations, as hereafter designated by the District's Designated Representative.
    b. District's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the District Board of Supervisors.
    c. The Vendor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Vendor certifies that it is registered with, and uses, the E- Verify system for all newly hired employees. The Vendor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of §448.095, Fla. Stat., and maintain a copy of such affidavit for the duration of the Contract.
    d. This section serves as notice to the Vendor regarding the requirements of §448.095, Fla. Stat., specifically sub-paragraph (2)(c)l, and the District's obligation to terminate the Contract if it has a good faith belief that the Vendor has knowingly violated §448.09(1), Fla. Stat. If terminated for such reason, the Vendor will not be eligible for award of a public contract for at least one year after the date of such termination. The District reserves the right to order the immediate termination of any contract between the Vendor and a subcontractor performing work on its behalf should the District develop a good faith belief that the subcontractor has knowingly violated §448.095(1), Fla. Stat.
    e. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Vendor certifies that Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan

List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The District shall provide notice, in writing, to Vendor of the District's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

f. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Vendor shall keep and maintain public records required by the District to perform the services required under this Contract. Upon request from District's custodian of public records, Vendor shall provide District with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor shall ensure that public records that 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's term and following completion of the Contract if Vendor does not transfer the public records to District. Upon completion of the Contract, Vendor may transfer, at no cost, to District all public records in possession of Vendor or keep and maintain public records required by District to perform the services required under the Contract. If Vendor transfers all public records to District upon completion of the Contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with District 's information technology systems. The failure of Vendor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the District may terminate the Agreement.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 561-1313 LAURA.LEROY@GATEWAYDISTRICT.ORG 13240 GRIFFIN DRIVE, FORT MYERS, FL, 33913.

10. Entire Agreement. This Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Contract.

11. Signatures. The parties represent and warrant that any person signing the Contract has the authority to do so and that such signature shall be sufficient to bind Vendor. The Contract may be signed electronically and shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign and Adobe Acrobat Sign. Such signature shall be treated in all respects as having the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Flávia Walsh, Chair

FERGUSON ENTERPRISES, LLC.

By: _____

Its: GENERAL MANAGER

WITNESSES AS TO DISTRICT

_____

_____

WITNESSES AS TO VENDOR

_____

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE DISTRICT ONLY:

_____
Anthony P. Pires, Jr., District Counsel

B210496ACN
Water, Sewer, and Irrigation Materials
Ferguson Enterprises, LLC

E1 Contract #_____
Board Approval Date:_____

AGREEMENT FOR WATER, SEWER, AND IRRIGATION MATERIALS

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ferguson Enterprises, LLC, a Virgina Limited Liability Company authorized to do business in the State of Florida, whose address is 12500 Jefferson Avenue, Newport News, VA 23602, and whose federal tax identification number is 54-1211771, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase water, sewer, and irrigation materials from the Vendor in connection with "Water, Sewer, and Irrigation Materials" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210496ACN on February 1, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on March 21, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1 through 4 of the Scope of Work and Specifications of B210496ACN, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210496ACN, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three (3) year period. Upon Mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be June 8, 2022.

B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

D. For 12 months from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 12 months, this warranty shall be extended to that longer duration.

XV. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative		County's Representative		
Name:	Mark McFalls	Names:	Roger Desjarlais	Mary Tucker
Title:	General Manager	Titles:	County Manager	Procurement Management Director
Address:	17323 Jean Street Fort Myers, FL 33967	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 433-0555	Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 433-0405	Facsimile:	(239) 485-2262	(239) 485-8383
Email:	mark.mcfalls@ferguson.com	Email:	rdesjarlais@leegov.com	mtucker@leegov.com

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement

2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: JoDerek Adams

FERGUSON ENTERPRISES, LLC

Signed By: _____

Print Name: MARK MCFALLS

Title: GENERAL MANAGER

Date: APRIL 12TH, 2022

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: 6-20-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
Melissa Butler
Deputy Clerk

Commissioner Cecil L Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK
   1.1. The Lee County Board of County Commissioners seeks to contract with a library of Vendors for the purchase of water, sewer, and irrigation materials (underground parts and related items) on an as-needed basis, for use by the County.

2. REGULAR DISTRIBUTER
   2.1. Vendor shall own, operate, or maintain a store, warehouse, or other establishment in which the materials, and/or supplies required for the fulfillment of this Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributer, the Vendor must engage in, as its principal business and in its own name, the purchase and sale of the materials.

3. DISCOUNT PRICING
   3.1. Vendor shall submit prices in the form of a firm percentage discount to be deducted from the current manufacture's web-based catalog prices or an established manufacturer's price list.

      3.1.1. Vendor shall, at no cost to the County, maintain a web-based catalog of prices or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.

   3.2. Discounts specified per bid schedule shall be applied to each individual product of manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals.

   3.3. Vendor shall be responsible for all return shipping and freight charges for any received damaged materials, replacements and/or returns due to Vendor error.

4. DELIVERY

   4.1. All delivery charges shall be included, in the percentage off MSRP pricing, unless negotiated with the County at the time of the order. Any negotiated delivery charge shall be listed on the invoice as a separate line item.

   4.2. All products and materials shall be unloaded by Lee County staff at a site to be determined by the County at the time of the order.

   4.3. All communication for delivery shall be coordinated with the County representative that placed the order and/or will be receiving the materials.

   4.4. County hours for delivery shall be Monday through Friday from 7:00 am to 3:30 pm, excluding holidays.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD
   1.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County requirements and specifications. This will allow the County to purchase materials that are readily available and at the lowest possible price. The County reserves the right to purchase from this bid or elsewhere at its sole discretion.

   1.2. Vendor shall be ***Required*** to bid each line with one of the following:
   - Percentage off manufacturer's price being offered.
   - "0%" if Vendor carries materials from the manufacturer and no percentage off is being offered.
   - "N/A" if Vendor does not offer materials from the manufacturer.

   1.3. Any lines left blank may deem Vendor non-responsive at the sole discretion of the County.

2. ESTIMATED DOLLAR VOLUME
   2.1. The County purchases water, sewer, and irrigation materials for various sites located throughout Lee County, FL. The need exists to have a proper source of supply that is responsive, readily available, and able to meet the County requirements with minimum inventory, these items are procured on an "as needed" or "emergency" basis only.

   2.2. Expenditures for the last facial year have been estimated at $2,300,000. This figure is given as an estimate for Vendors and for bidding purposes only. A wide variance in actual expenditures can be the total quantity or dollar values of this Agreement. The County is not obligated to place an order with a Vendor participating in this Agreement. No purchase is guaranteed.

3. MASTER AGREEMENT
   3.1. This is a "Master" Agreement, which is not for any specific project. Products purchased under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.

   3.2. A Purchase Order shall be issued by the County before products may be purchased. Vendor acknowledges and agrees that no minimum order is guaranteed under this Agreement and no minimum charge shall be applied to any orders given to the Vendor by the County.

4. ACCEPTANCE
   4.1. The items delivered under this Agreement shall remain the property of the Vendor until physical inspection and acceptance by the County. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the Vendor and return such products to the Vendor at the Vendor's expense.

5. PRICING
   5.1. The County reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.

6. ORDER TERM/COMPLETION TIME FRAME
   6.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.

   6.2. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.

VER 08-18-2021

7. WARRANTY

7.1. The Vendor shall provide full factory warranty on all materials and supplies furnished against defects in materials and/or workmanship. The warranty shall start on the date of acceptance by the County.

8. RETURN POLICY

8.1. The County requires the ability to return any and all new and unused items purchased under this Agreement to the Vendor within 60 calendar days after acceptance without a restocking fee and for a full refund.

8.2. All materials returned for credit shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time shall materials be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.

9. PRICE VERIFICATION

9.1. Price before discount shall be verifiable. Vendor shall maintain and provide to the County, at no additional cost to the County, a catalog of prices, current trade price schedule, or an establish manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes.

10. INVOICING

10.1. All invoices shall include as a minimum the following information:

- Purchase Order number
- Quote number and/or order date
- Manufacturer part name and number
- Catalog/list price at time of the order
- Percentage discount

End of Special Conditions Section

EXHIBIT B

FEE SCHEDULE

PRICING VERIFICATION / PRICE GUIDES

Vendor shall maintain a catalog of prices, current trade services price schedule, or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes, please indicate below what method manufacturer pricing may be verified with your company. It shall be noted that web-based catalogs are preferred.

1) **Web-Based Catalog Price:** **See Attachment - Ferguson Vendor List Price and Pricing Verification**
Write website address

2) **Trade Services Price Schedule:** **Print, USB Drive, Link, Excel spreadsheet**
_____(Attach as necessary)
Indicate how to be accessed (print, CD, Link, other)

Water, Sewer, and Irrigation Materials		
Blanket Percentage Off		
	Manufacturer	**% Discount off MSRP**
1	**Blanket Discount: Percentage off any manufacturers materials provided or available through Vendor and not listed seperately below.**	0% Net
Section 2 - Manufacturers Utilized by the County		
3	**3M**	0% - Net
4	**AMERICAN FLOW CONTROL**	2"-12" Valves - 71.5% Hydrants - 66.9% Hydrant Extensions - 60.5% Repair Kits - 50.64% Parts - 30% 14" and larger Valves - Net Alpha Valves and Hydrants - Net
5	**ARI**	13%
6	**CARSON**	13%
7	**CDR**	40.40%
8	**CHARLOTTE PIPE**	SCH40 Fittings - 82.5% SCH80 Fittings - 84.6%

9	**CHERNE**	0% - Net
10	**DEZURIK**	0% - Net
11	**DIXON**	0% - Net
12	**EBAA**	46% 16" and larger Mega Flange - Net Mega Flange w/316SS - Net
13	**ENDOT**	40.30%
14	**FERNCO**	Class1&2 - 76.8% Class 3 - 33% Class 3L - 72%
15	**FORD**	Sections A, E, F, G, H, I, J, L - 51.24% Iron Yokes Section E - 44% Brass Saddles - 44% Iron Saddles - 39% Domestic Iron Saddles - 42% Tap Sleeve Section AA - 51.24% Sections B, C, D, K - 39% Section M - 44% Section N - 41.5% Import UniFlange - 44%
16	**HARRINGTON**	DI Fittings - 20% C900 Fittings - 73.75% Sewer Fittings - 71.25%
17	**H-TEC**	Valves - 10.3% Parts - 1%
18	**JCM**	44%
19	**KENNEDY**	Gate Valves - 58.8% Check Valves - 58% Hydrant Extensions - 41% Hydrants - 48.8% Hydrant Parts - 2% Plug Valves - Net
20	**KRAUSZ**	37.50%
21	**MERIT**	Brass Nipples - 95.5% Brass Fittings - 67.8% Stainless Steel Fittings - 85.04% Stainless Steel Nipples - 96.8%
22	**MUELLER**	0% - Net

23	**MULTI**	79.35%
24	**NIBCO**	CPVC Fittings - 86% SCH40 Fittings - 60% SCH80 Fittings - 85%
25	**NEPTUNE**	0% - Net
26	**OATEY**	0% - Net
27	**PLASTIC TRENDS**	79.00%
28	**POWERSEAL**	Model 3121, 3121AS - 40.8% Model 3412AS, 3416AS - 39.5% Model 3490AS, 3480AS -40.8% Model 3521, 3531, 3532 - 23.7%
29	**ROMAC**	Saddles R202, R202N, R202NH - 59.8% Saddles - R306, R305 - 48.8% Inserts - R260 - 45% Alpha and Macro - 52.44% Tap Mate Parts - 31.71%
30	**SIGMA**	Import Restraints - 57.32% Import Fittings - 51.1% P-401 Fittings - 51.83% Domestic Fittings - 19.5% Domestic Restraints - 45%
31	**SMITH-BLAIR**	0% - Net
32	**SPEARS**	SCH40 Fittings - 48.5% CPVC Fittings - 48.5% SCH40 Fab Fittings - 42.3% SCH80 LG Diameter Fittings - 42.3% PVC Ball Valves - 36% Marine Fittings - 4%
33	**STAR**	Import Restraints - 59.14% Import Fittings - 51.1% P-401 Fittings - 51.83% MJ C153 ACC - 45%
34	**TYLER UNION**	Import Fittings - 51.1% P-401 Fittings - 51.83% Accessories - 49.4%

35	**US FOUNDRY**	0% - Net
36	**US PIPE FABRICATION**	47.25%
37	**VAL-MATIC**	0% - Net
38	**WILKINS**	Repair Kits and Parts - 41.18% Whole Goods - 57.65% Backflows - Net
Manufacturers Available to Vendor		
40	**American Ductile Iron Pipe**	0% Net MSRP
41	**ADS**	0% Net MSRP
42	**Asahi**	53%
43	**Diamond Plastics**	0% Net Block 480 or current block
44	**FNW**	0% - Net
45	**GF Central Plastics**	HDPE Fittings and Couplgs - 4% Stainless Stell back Up Rings - 30%
46	**Hayward**	14%
47	**IPEX**	SCH80 Fittings - 84% SCH40 Fittings - 70.5% Large Dimaeter SCH80 Fittings - 60% Vanstone Flanges - 52% SCH80 Fabricated Fittings - 47%
48	**JM Eagle**	0% Net Block 480 or current block
49	**Pollard Water**	0% - Net website MSRP
50	**ProSelect**	0% - Net
51	**ProFlo**	0% - Net

EXHIBIT C
INSURANCE REQUIREMENTS

Lee County
Southwest Florida

Lee County Insurance Requirements

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

Lee County
Southwest Florida

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. **"*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT

Lee County
Southwest Florida

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 4/12/2022

Signature

STATE OF FL
COUNTY OF LEE

MARK MCFALLS / GENERAL MANAGER
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 12th day of April, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____.

[Stamp/seal required]

Signature, Notary Public

RYAN MACPHEE
Notary Public - State of Florida
Commission # GG 288221
My Comm. Expires Apr 27, 2023
Bonded through National Notary Assn.

VER 08-18-2021

Advertise Date: Tuesday, February 01, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.:	B210496ACN
Solicitation Name:	Water, Sewer, and Irrigation Materials
Open Date/Time:	**Friday, March 04, 2022** Time: 2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901
Procurement Contact:	Amy Naranjo Title Procurement Analyst
Phone:	(239) 533-8857 Email: **Anaranjo@leegov.com**
Requesting Dept.	Utilities

Pre-Bid Conference:

Type: No meeting scheduled at this time

All solicitation documents are available for download at
www.leegov.com/procurement

VER 08-18-2021

Lee County
Southwest Florida

Advertisement Date: 2/1/2022

Notice to Bidder

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for

B210496ACN – Water, Sewer, and Irrigation Materials

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Friday, March 4, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement
Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.
It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Amy Naranjo Anaranjo@leegov.com

Sincerely,

Adam Brooke, CPPB
Interim Procurement Manager
*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions
INVITATION TO BID (B)

1. DEFINTIONS
   - 1.1. **Addendum/Addenda**: A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
   - 1.2. **Approved Alternate**: Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
   - 1.3. **Bid/Proposal Package**: A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
   - 1.4. **Bidder/Responder/Proposer**: One who submits a response to a solicitation.
   - 1.5. **County**: Refers to Lee County Board of County Commissioners.
   - 1.6. **Due Date and Time/Opening**: Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
   - 1.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
   - 1.8. **Procurement Management**: shall mean the Director of Lee County's Procurement Management Department or designee.
   - 1.9. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
   - 1.10. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
   - 1.11. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE
   - 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
     - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
     - 2.1.2. Lee County Procurement Management Ordinance 18-22
     - 2.1.3. Change Order
     - 2.1.4. Agreement
     - 2.1.5. Addenda
     - 2.1.6. Special Conditions
     - 2.1.7. Detailed Scope of Work/Specifications
     - 2.1.8. Supplemental Information, if any
     - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
   - 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
     - 3.1.1. Lee County Procurement Management Ordinance 18-22
     - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

3.1.3. FL § 215 regarding scrutinized companies and business operations.
3.1.4. FL § 218 Public Bid Disclosure Act.
3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

3.2. **Local Business Tax Account**: As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.

3.3. **License(s)**: Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
4.1.1. Marked with the words "Sealed Bid"
4.1.2. Bid Number
4.1.3. Bid Title
4.1.4. Bid Due Date
4.1.5. Name of the firm submitting the bid
4.1.6. Contact e-mail and telephone number

4.2. **Bid submission shall include**:
4.2.1. Provide two (2) hard copies. Mark each: one "Original", one "Copy"
4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
4.2.5. Do not lock files.

4.3. **Submission Format**:
4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
4.3.5. The submission should not contain links to other web pages.
4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
4.3.7. Bid Security/Bond(s), as applicable (Construction projects)

4.4. **Preparation Cost**: The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.

5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.

5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

6.1. **Responsive and Responsible**: Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.

6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.

6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **BID--Past Performance**: Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.

7.2. **Non-Mandatory**: Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory**: Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County**, no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.

10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.

11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY
    13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
    13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
    13.3. Lee County ***will not*** **reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID CONFLICT OF INTEREST
    14.1. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)
    15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

16. DRUG FREE WORKPLACE
    16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

17. FLORIDA CERTIFIED ENTERPRISES
    17.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
    17.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
    18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
    18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
    18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-

contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SUB-CONTRACTOR

19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20. BID - PROJECT GUIDELINES (as applicable)

20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:

20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.

20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.

20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.

20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.

20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER

21.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.

21.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. **If local preference is prohibited by the funding source then step 2 will replace step 1.**

21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.

21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.

21.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.

21.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

22. WITHDRAWAL OF BID

22.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.

22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

22.3.1. The bidder acted in good faith in submitting the bid,

22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,

22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and

22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23. PROTEST RIGHTS

23.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.

23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.

23.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

23.4. In order to preserve the right to protest, a written **"*Notice Of Intent To File A Protest*" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision**.

23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.

23.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and "**Formal Written Protest**" must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.

23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

25.1. **Designated Contact:**

25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

25.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

25.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**

25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.

25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

25.3. **BID – Basis of Award:**

25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.

25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.

25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

25.4. **Agreement/Contracts:**

25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at http://www.leegov.com/procurement/forms.

25.5. **Records:**

25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

25.5.2.1. Keep and maintain public records required by the County to perform the service.

25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

25.5.2.3. Ensure that public records that 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 completion of the contract if the contractor does not transfer the records to the County.

25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

25.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email**

at PRRCustodian@leegov.com or Visit http://www.leegov.com/publicrecords.

25.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6. **Termination:**

25.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

25.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over $1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

27.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

28. SAFETY DATA SHEETS (SDS) (as applicable)

28.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

29. DEBRIS DISPOSAL (as applicable)
    29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

30. SHIPPING (as applicable)
    30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
    30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

31. LOCAL VENDOR PREFERENCE
    31.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 00-10, as amended by Ordinance Nos. 08-26 and 17-16, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
    31.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
    31.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

32. INSURANCE (AS APPLICABLE)
    32.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"*** **will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

1.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County requirements and specifications. This will allow the County to purchase materials that are readily available and at the lowest possible price. The County reserves the right to purchase from this bid or elsewhere at its sole discretion.

1.2. Vendor shall be ***Required*** to bid each line with one of the following:

- Percentage off manufacturer's price being offered.
- "0%" if Vendor carries materials from the manufacturer and no percentage off is being offered.
- "N/A" if Vendor does not offer materials from the manufacturer.

1.3. Any lines left blank may deem Vendor non-responsive at the sole discretion of the County.

2. ESTIMATED DOLLAR VOLUME

2.1. The County purchases water, sewer, and irrigation materials for various sites located throughout Lee County, FL. The need exists to have a proper source of supply that is responsive, readily available, and able to meet the County requirements with minimum inventory, these items are procured on an "as needed" or "emergency" basis only.

2.2. Expenditures for the last facial year have been estimated at $2,300,000. This figure is given as an estimate for Vendors and for bidding purposes only. A wide variance in actual expenditures can be the total quantity or dollar values of this Agreement. The County is not obligated to place an order with a Vendor participating in this Agreement. No purchase is guaranteed.

3. MASTER AGREEMENT

3.1. This is a "Master" Agreement, which is not for any specific project. Products purchased under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.

3.2. A Purchase Order shall be issued by the County before products may be purchased. Vendor acknowledges and agrees that no minimum order is guaranteed under this Agreement and no minimum charge shall be applied to any orders given to the Vendor by the County.

4. ACCEPTANCE

4.1. The items delivered under this Agreement shall remain the property of the Vendor until physical inspection and acceptance by the County. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the Vendor and return such products to the Vendor at the Vendor's expense.

5. PRICING

5.1. The County reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.

6. ORDER TERM/COMPLETION TIME FRAME

6.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.

6.2. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.

7. WARRANTY

7.1. The Vendor shall provide full factory warranty on all materials and supplies furnished against defects in materials and/or workmanship. The warranty shall start on the date of acceptance by the County.

8. RETURN POLICY

8.1. The County requires the ability to return any and all new and unused items purchased under this Agreement to the Vendor within 60 calendar days after acceptance without a restocking fee and for a full refund.

8.2. All materials returned for credit shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time shall materials be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.

9. PRICE VERIFICATION

9.1. Price before discount shall be verifiable. Vendor shall maintain and provide to the County, at no additional cost to the County, a catalog of prices, current trade price schedule, or an establish manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes.

10. INVOICING

10.1. All invoices shall include as a minimum the following information:

- Purchase Order number
- Quote number and/or order date
- Manufacturer part name and number
- Catalog/list price at time of the order
- Percentage discount

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. The Lee County Board of County Commissioners seeks to contract with a library of Vendors for the purchase of water, sewer, and irrigation materials (underground parts and related items) on an as-needed basis, for use by the County.

2. REGULAR DISTRIBUTER

2.1. Vendor shall own, operate, or maintain a store, warehouse, or other establishment in which the materials, and/or supplies required for the fulfillment of this Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributer, the Vendor must engage in, as its principal business and in its own name, the purchase and sale of the materials.

3. DISCOUNT PRICING

3.1. Vendor shall submit prices in the form of a firm percentage discount to be deducted from the current manufacture's web-based catalog prices or an established manufacturer's price list.

3.1.1. Vendor shall, at no cost to the County, maintain a web-based catalog of prices or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.

3.2. Discounts specified per bid schedule shall be applied to each individual product of manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals.

3.3. Vendor shall be responsible for all return shipping and freight charges for any received damaged materials, replacements and/or returns due to Vendor error.

4. DELIVERY

4.1. All delivery charges shall be included, in the percentage off MSRP pricing, unless negotiated with the County at the time of the order. Any negotiated delivery charge shall be listed on the invoice as a separate line item.

4.2. All products and materials shall be unloaded by Lee County staff at a site to be determined by the County at the time of the order.

4.3. All communication for delivery shall be coordinated with the County representative that placed the order and/or will be receiving the materials.

4.4. County hours for delivery shall be Monday through Friday from 7:00 am to 3:30 pm, excluding holidays.

End of Scope of Work and Specifications Section

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # **Title/Description**

1 ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.
Verify that all Addenda and tax identification number have been provided.

1a ***Bid/Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

*** ***Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled** *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (*Required by § 112.313(12)(b), F.S.*)* to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**
NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.00.

2 ***Affidavit Certification Immigration Laws***

Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3 ***Reference Survey***

Provide this form to reference respondents. For Bids, this form will be **requested from the apparent low Bidder prior to the award. (not required to submit with bid)**

1. **Section 1**: Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2**: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4**: The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4 ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation, enter "None" in the first "type of incident" block** of the form. Please do not write N/A on this form.

5 ***Affidavit - Principal Place of Business***

Certifies Bidder's location information.

6 ***Sub-Contractor/Consultant List***

To be completed and returned when sub-contractors/consultants are to be utilized and are known at the time of the submission.

7 ***Public Entity Crime Form***

Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

***** ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

***** ***Include any licenses or certifications requested***

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)

Lee County Southwest Florida

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 3/4/2022

SOLICITATION IDENTIFICATION: B210496ACN

SOLICITATION NAME: Water, Sewer, and Irrigation Materials

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

** *Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations. (a sample is attached for your reference)*

1 ***Collusion Statement:*** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 ***Scrutinized Companies Certification:***

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 ***Business Relationship Disclosure Requirement:*** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee**.**
If this disclosure is applicable request form *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b),* FL § *(1983))* to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ ***Business Relationship Applicable (request form)*** ☐ ***Business Relationship NOT Applicable***

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Company Name *(Name printed or typed)*

Authorized Representative Name *(printed or typed)*

(Affix Corporate Seal, as applicable)

Authorized Representative's Title (*printed or typed)*

Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	655555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999

IMPORTANT:
For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Sample Only

VER 08-18-2021

Form 1a – Bid/Proposal Form

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME:

SOLICITATION: **B210496ACN – Water, Sewer, and Irrigation Materials**

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

Please refer to the Excel document provided with the solicitation for the complete Bid Form.

PLEASE ENSURE you have provided a printed copy of the Bid Form with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

Vendor may state "See Attached" in the County Bid Form if Vendor manages published documents with various discount rates within a singular manufacturer. Discount rate sheets must be provided with bid submission if stated. Discounted rates may not change without mutual written consent of County and Vendor.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO. B210496ACN SOLICITATION NAME: Water, Sewer, and Irrigation Materials

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name:_____

_____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ _____day of _____20____, by _____who has produced
(Print or Type Name)

_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

EXHIBIT "B"

VER 08-18-2021

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information		Please return completed form to:
FROM:		**Bidder/Proposer:**
COMPANY:		**Due Date:**
PHONE #:		**Total # Pages:** 1
FAX #:		**Phone #:** **Fax #:**
EMAIL:		**Bidder/Proposer E-Mail:**

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	**Indicate: "Yes" or "No"**
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 **Please submit non-Lee County employees as references**

_____
Reference Name (Print Name)

_____
Reference Signature

VER 08-18-2021

Form 4 -Negligence or Breach of Contract Disclosure Form

REVISED 09/12/2016

Lee County
Southwest Florida

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

_____ _____
Printed name of authorized signer Title

⇒_____ _____
Authorized Signature Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____20___, by _____who has produced
(Print or Type Name)

_____as identification.
(Type of Identification and Number)

Notary:

State of _____

County of _____

⇒_____ _____
Notary Public Signature Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____Lee County
   _____Collier County
   _____Non-Local

   Local Business Tax License # _____

2. Address of Principal Place of Business: _____

   _____

3. Number of years at this location ____ years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years ____Yes* ____No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract ____ _____
6. Does your company have a Drug Free Workplace Policy ____Yes ____No

VER 08-18-2021

Form 6-Sub-contractor/consultant List

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to_____
(*Print name of the public entity*)

by_____
(*Print individual's name and title*)

for_____
(*Print name of entity submitting sworn statement*)

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of a public entity crime:
    or:
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

_____
(*Signature*)

_____
(*Date*)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____day of _____20____, by _____who has produced
(Print or Type Name)

_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

VER 08-18-2021

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Bid".

SEALED BID DOCUMENTS • DO NOT OPEN

BID NO.:	B210496ACN
BID TITLE:	**Water, Sewer, and Irrigation Materials**
DATE DUE:	**Friday, March 4, 2022**
TIME DUE:	**Prior to: 2:30 PM**
SUBMITTED BY:	

(Name of Company)

e-mail address

Telephone

DELIVER TO: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901



***Notice: the Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.**

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME:	
SOLICITATION:	**B210496ACN - Water, Sewer, and Irrigation Materials**

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING
Pricing shall be inclusive of all materials, shipping, labor, overhead, profit, material, and any other incidental costs required to perform and complete all material purchases as specified in the Contract Document.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING VERIFICATION / PRICE GUIDES
Vendor shall maintain a catalog of prices, current trade services price schedule, or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes, please indicate below what method manufacturer pricing may be verified with your company. It shall be noted that web-based catalogs are preferred.

1) **Web-Based Catalog Price: _____**
Write website address

2) Trade Services Price Schedule:_____(Attach as necessary)
Indicate how to be accessed (print, CD, Link, other)

3) Established Manufacturer Price List:_____(Attach as necessary)
Indicate how to be accessed (print, CD, Link, other)

Water, Sewer, and Irrigation Materials

Blanket Percentage Off

Manufacturer	Manufacturer	% Discount off MSRP
1	**Blanket Discount: Percentage off any manufacturers materials provided or available through Vendor and not listed seperately below.**	
Section 2 - Manufacturers Utilized by the County		
3	**3M**	
4	**AMERICAN FLOW CONTROL**	
5	**ARI**	
6	**CARSON**	

7	**CDR**	
8	**CHARLOTTE PIPE**	
9	**CHERNE**	
10	**DEZURIK**	
11	**DIXON**	
12	**EBAA**	
13	**ENDOT**	
14	**FERNCO**	
15	**FORD**	
16	**HARRINGTON**	
17	**H-TEC**	
18	**JCM**	
19	**KENNEDY**	
20	**KRAUSZ**	
21	**MERIT**	
22	**MUELLER**	
23	**MULTI**	
24	**NIBCO**	

25	**NEPTUNE**	
26	**OATEY**	
27	**PLASTIC TRENDS**	
28	**POWERSEAL**	
29	**ROMAC**	
30	**SIGMA**	
31	**SMITH-BLAIR**	
32	**SPEARS**	
33	**STAR**	
34	**TYLER UNION**	
35	**US FOUNDRY**	
36	**US PIPE FABRICATION**	
37	**VAL-MATIC**	
38	**WILKINS**	

Manufacturers Available to Vendor		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		

Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: February 18, 2022

Solicitation No.: B210496ACN

Solicitation Name: Water, Sewer, and Irrigation Materials

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Do you have a list of products do you want me to include in this bid, or any old bid reference I can follow? Will you need the discounts and also all the products list price catalogs?
Answer	**A list of products is not requested at the time of submission. Regarding discounts please refer to page 17, Article 3.** **For information on how to bid each line of the bid/proposal form please refer to page 15 of the solicitation documents, Article 1.2 Vendor shall be Required to bid each line with one of the following:** **• Percentage off manufacturer's price being offered.** **• "0%" if Vendor carries materials from the manufacturer and no percentage off is being offered.** **• "N/A" if Vendor does not offer materials from the manufacturer**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Amy Naranjo

Amy Naranjo
Procurement Analyst
Procurement Analyst Direct Line: 239-533-8857
Lee County Procurement Management

Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: February 23, 2022

Solicitation No.: B210496ACN

Solicitation Name: Water, Sewer, and Irrigation Materials

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. CLARIFICATION:

The County understands that day to day MSRP prices may fluctuate. What shall not change is the discount off the MSRP the Vendor is offering to the County for each manufacturer. It is the Vendor's responsibility to provide to the County the most current price verification. Price verification shall be available to the County at all times via one of the following:

- **Web-based Catalog (Website)**
- **Trade Services Price Schedule (print, CD, Link or other)**
- **Established Manufacturer Price List (Print, CD, Link or Other)**

The County will then validate the day-to-day MSRP pricing and ensure that the invoice reflects the discounted percentage within the Agreement.

3. QUESTIONS/ANSWERS

1.	There is no list for DIP, PVC, and HDPE pipe. Will LCU provide a list or would you like for bidders to provide? And if so could this be updated monthly due to volatile market conditions?
Answer	**If pipe, such as DIP, PVC and HDPE, are provided by the current Manufacturers listed in the Bid/Proposal Form, the Vendor shall provide the percentage discount off MSRP being requested by the County. If pipe such as DIP, PVC, and HDPE, are not provided by the Manufacturers listed in the Bid/Proposal Form, then the Vendor shall write in those Manufacturers in the section identified as "Manufacturers Available to Vendor" within the Bid/Proposal Form and provide the percentage discount off MSRP being requested by the County. See clarification above for explanation regarding the County's desire for pricing.**

2.	Will Lee County consider adding price escalations/De-escalations and emergency price revision language to the scope of work and specifications?
Answer	**No. See Terms and Conditions within the solicitation, page 6, section 11.3 for price adjustments to this Agreement.**

3.	Will Lee County consider extending the bid date due to slower than normal responses from manufactures?
Answer	**The County will not be extending the bid date at this time.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Amy Naranjo _____

Amy Naranjo
Procurement Analyst Direct Line: 239-533-8857
Lee County Procurement Management

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 10.A**

Draft Supplemental Engineers Report - 2026 Bond Series

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Review and discuss the draft Second Supplemental Engineers Report for the 2026 Bond Series and provide District Engineer and District Staff input.

Why the action is necessary:

Review the draft Supplemental Engineers Report.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
DISTRICT ENGINEER	Administrative Agenda Items	Chelsea O'Riley

---

Attachments:

1. Gateway Series 2026 Report - 08-26-2026.pdf

Financial Impact:

$8,285,000

6. **Alternative Action**:

Do nothing.

7. **Staff Recommendations**:

Review and provide input.

Second Supplemental Engineer's Report for the Gateway Services Community Development District:

Series 2026 Project

#200-37678-26014

August 26, 2026

FOR:

Gateway Services Community Development District Board of Supervisors:

Doug Banks,	Supervisor
Carol Pankau	Supervisor
Flavia Walsh,	Chair
Ed Tinkle,	Vice Chair
Bob Geppert,	Supervisor

PREPARED BY:

Tetra Tech

10600 Chevrolet Way,
Suite 102
Estero, FL
33928

P (239) 390-1467
F (239) 390-1769
tetratech.com
E.B. #2429

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Figure 1-2 Assessment Areas Boundaries Map

Figure 2-1 Administrative Projects

Figure 3-1 District Managed Lakes

Figure 4-1 District Road Ownership/Maintenance Responsibility
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Figure 4-3 Master Irrigation Renovation Projects

Figure 5-1 Parks and Recreation Projects

ACRONYMS/ABBREVIATIONS

Acronyms/Abbreviations	Definition
ADA	Americans with Disabilities Act
CIP	Capital Improvement Plan
District	Gateway Services Community Development District
GIS	Geographical Information System
POPCC	Preliminary Opinion of Probable Construction Cost
RAB	Roundabout
SFWMD	South Florida Water Management District

1.0 INTRODUCTION

1.1 SERIES 2026 PROJECT DESCRIPTION

The Gateway Services Community Development District (the "District") was established on May 22, 1986. More than 10,000 residents now live in the District. The District encompasses approximately 4,488 acres of land, with 140 lakes and ponds and approximately 34 conservation areas which serve as the backbone for the stormwater management system.

This report supplements the Amended and Restated Master Engineer's Report, which established a 10-year Capital Improvement Plan for fiscal years 2022 through 2031, and the First Supplemental Engineer's Report dated December 1, 2022, which described the Series 2023 Project. The Master Engineer's Report set forth information about the District's 10-year Capital Improvement Plan (the "CIP"). The projects described in this report (the "Series 2026 Project") are a portion of the CIP and reflects the current plans of the District for implementing projects within the following four District Departments: Administrative, Parks and Recreation, Waterway Management, and Roadway. This report is presented in sections which describe the Series 2026 Project needs for each Department.

As described in further detail in Section 6.0, the total estimated cost for the Series 2026 Project is $8,705,000. Project cost is not necessarily the par amount of the bonds and that final bond sizing will be determined by the District's finance team. The full Series 2026 Project is included as **Appendix A**.

All CIP projects included in the Series 2026 Project are expected to be completed by the end of FY 2029, with the proceeds of the 2026 Bonds available to fund projects included in the Series 2026 Project being spent not later than three years after the date of issuance of the 2026 Bonds.

The opinions of probable cost within this report have been prepared based upon the best available information at the time of report publication. Actual costs may vary from the estimates presented in this report.

The design and permitting of the Series 2026 Project improvements is ongoing at this time. Permits and approvals are required from Lee County, Florida, the City of Fort Myers, and the South Florida Water Management District, as summarized in **Table 1-1**. There is no reason to believe any such permitting and approvals remaining to be obtained will not be obtained in the ordinary course as and when needed to permit the Series 2026 Project to be implemented in the manner described in this report.

For purposes of the Master Engineer's Report and this report and in order to implement the CIP, two distinct assessment areas within the District have been established, to wit: the "Gateway Assessment Area", which corresponds to the Gateway community within the unincorporated areas of the District, and the "Pelican Preserve Assessment Area", which corresponds to the Pelican Preserve community within the City of Fort Myers in the District. The Pelican Preserve Assessment Area and the Gateway Assessment Area are sometimes referred to herein as the "Assessment Areas" and individually as an "Assessment Area." The boundaries of each of the Assessment Areas are shown on **Figure 1-2** in **Appendix B**.

The District plans to finance and refinance a portion of the costs associated with the Series 2026 Project through the issuance of the 2026 Bonds.

Table 1-1. Series 2026 Project Permits Required by Permitting Agency.

Project	No Permit Required	Lee County Limited Development Order	Lee County Department of Transportation Right of Way	Lee County Department of Health	Lee County Building Permits	City of Fort Myers	South Florida Water Management District	National Pollutant Discharge Elimination System
Administrative								
Fence along Gateway Boulevard – Commons					X			
Waterway Management								
Surface Water Aerators					X			
Roadway								
Monument Upgrades		X			X			
Griffin Sidewalk		X					X	
Treeline Sidewalk		X				X	X	
Griffin Landscaping and Planting			X					X
Master Irrigation Renovation			X					X
Parks & Recreation								
Additional Parking at Soccer Complex		X					X	
Gateway Commons Park Amenities		X					X	
Sherman Soccer Complex Field Lights with Control Link		X			X			
Linear Park Improvements		X					X	

1.2 REPORT PURPOSE AND AUTHORIZATION

This Second Supplemental Engineer's Report is prepared to describe the project components and estimated costs of the Series 2026 Project.

The District is governed by a five-member Board of Supervisors who are qualified electors and elected by qualified electors of the District. The current Board is comprised of the following members:

Flavia Walsh,	Chair	Term ends 11/2028	Elected 11/2028
Ed Tinkle,	Vice Chair	Term ends 11/2028	Elected 11/2016
Doug Banks,	Supervisor	Term ends 11/2026	Elected 5/2016
Bob Geppert,	Supervisor	Term ends 11/2028	Elected 11/2020
Carol Pankau,	Supervisor	Term ends 11/2026	Elected 11/2024

The Series 2026 Project and the Issuance of the 2026 Bonds will be authorized by the Board prior to the issuance of the 2026 Bonds.

1.3 SERIES 2026 PROJECT LOCATION AND BENEFIT AREA

The District is located in Lee County, Florida, with a portion located in the boundaries of the City of Fort Myers, Florida. The District is bounded on the east by State Road 82, on the west side by Treeline Avenue, on the south by Daniels Parkway, and to the north by Colonial Boulevard and SR 82. The land within the District is just north of the Southwest Florida International Airport and east of Jet Blue Park. The 2026 Project areas are located within the District boundary shown on **Figure 1-1** provided in **Appendix B**.

The District is and will be the owner, at times easement holder, and operator of certain roads, conservation areas, lakes (ponds), and facilities that are described in this report.

Unless otherwise noted, all components of the Series 2026 Project benefit the assessable property in the District comprising the Gateway and Pelican Preserve Assessment Areas depicted on **Figure 1-2.**

1.4 SERIES 2026 PROJECT SCOPE

The District owns and maintains various facilities throughout the Assessment Areas, including surface water management components, sidewalks, roads, streetlights, road signs, landscaping, and recreational facilities. As the initial community improvements were installed over 30 years ago, many of the District's assets/amenities are aging and in need of repair and/or replacement. In furtherance thereof, the District has previously approved the Master Engineer's Report and the CIP described therein.

More specifically, the District has indicated that it intends to fund the Series 2026 Project, comprised of a portion of the CIP, in the four categories described below for the benefit of the applicable benefitting Assessment Area:

- Administrative (benefitting the Gateway and Pelican Preserve Assessment Area)
- Waterway Management (benefitting the Gateway and Pelican Preserve Assessment Area)
- Roadway (benefitting the Gateway and Pelican Preserve Assessment Area)
- Parks and Recreation (benefitting the Gateway and Pelican Preserve Assessment Area)

2.0 ADMINISTRATIVE

The District is planning to fund one project within the administrative category as part of the Series 2026 Project. **Table 2-1** lists this planned project. The location of the administrative project included in the Series 2026 Project is shown on **Figure 2-1** provided in **Appendix B**. The District's assessment consultant has determined that costs of the project within the administrative category will be allocated to the Gateway and Pelican Preserve Assessment Areas. The cost of which will be proportionately allocated to the Assessment Areas in a manner outlined by the assessment consultant in a report to the Board of Supervisors. The Administrative Project included in the Series 2026 Project represent a portion of the administrative projects in the CIP.

Table 2-1. Summary of Administrative Projects/Series 2026 Project.

Project	Estimated Costs
Gateway Boulevard Fence at Gateway Commons	$200,000
Administrative Total	**$200,000**

2.1 GATEWAY BOULEVARD FENCE AT COMMONS

The District is implementing a series of phased improvements at The Commons, located at 11301 Gateway Boulevard, including the construction of a new administrative building and expansion of recreational opportunities which enhance community amenities for residents and property owners. Planned improvements include a new administrative building, sports courts, additional parking areas, picnic pavilions, restroom facilities, walking trails, playground equipment, and other shared-use features. Construction of these improvements is currently underway. As part of these ongoing enhancements, the District proposes the installation of security fencing around the approximately 15-acre property to provide defined boundaries, improve site security, and support the long-term operation of the administrative building and recreational facilities. The Gateway Boulevard Fence at The Commons is included as an administrative component of the Series 2026 Project. The location of the proposed Gateway Boulevard Fence is shown in **Figure 2-1**. The estimated cost of this Series 2026 Project component is $200,000.

3.0 WATERWAY MANAGEMENT

The District is planning to fund one project within the Waterway Management category as part of the Series 2026 Project. **Table 3-1** lists this planned project. This project benefits the Gateway and Pelican Preserve Assessment Areas. The Waterway Management Projects included in the Series 2026 Project represent a portion of the waterway management projects in the CIP.

Within the District there are 140 stormwater management lakes and five flow ways which are connected by a series of conveyance systems as shown on **Figure 3-1** provided in **Appendix B**. These conveyance systems consist of various size storm drainage piping, control structures, weirs, swales, and flow ways. In general, the purpose of these lakes is to prevent flooding of the improved areas of the District, and to provide treatment for stormwater which they retain. Stormwater runoff throughout the District is conveyed into these lakes where it can be stored and treated prior to discharge into the Six Mile Cypress Slough Preserve.

There are 711 acres of District maintained lakes. These stormwater management lakes benefit all properties within the District, not just the properties surrounding the lakes. All the stormwater from the improved properties and roadways in the District are eventually conveyed into these lakes prior to discharging into the flow way systems.

Table 3-1. Summary of Waterway Management Projects/Series 2026 Project.

Project	Estimated Costs
Surface Water Aerators: Lake 114	$55,000
Waterway Management Total	**$55,000**

3.1 SURFACE WATER AERATORS: LAKE 114

The precise location for installation of the aerator is Lake 114 as seen in **Figure 3-1**. The District has budgeted for one surface water aeration system to be installed in flow ways and/or lakes. Most of the costs incurred will be for electrical improvements and transformer installation through Florida Power and Light (FPL). The Surface Water Aerator Project included in the Series 2026 Project represents a portion of the surface water aerators projects in the CIP. The estimated cost to design, permit, furnish, and install the surface water aeration system for Lake 114 is $55,000. This project is included in the Series 2026 Projects.

4.0 ROADWAY

The District is planning to fund six projects within the roadway funding category as part of the Series 2026 Project. **Table 4-1** lists these planned projects, all of which benefits the Gateway and Pelican Preserve Assessment Areas. The Roadway Projects included in the Series 2026 Project represent a portion of the roadway projects in the CIP.

The District maintains the roads and rights-of-way, with sidewalks for most of Pelican Preserve, and various roads elsewhere in the Gateway community. Gateway is also responsible for maintaining the landscaping and irrigation within the Lee County owned right-of-way along Gateway Boulevard and Griffin Drive. Roads maintained by the District are shown on **Figure 4-1** provided in **Appendix B**. The roadway projects listed in **Table 4-1** provide residents, businesses, and property owners in the Gateway and Pelican Preserve Assessment Area with improved access to facilities, businesses, and residences throughout the Gateway and Pelican Preserve Assessment Areas. The Master Irrigation Renovation landscape project listed in **Table 4-1** improves the reliability, efficiency, and control of roadway right-of-way irrigation.

Table 4-1. Summary of Roadway Projects/Series 2026 Project.

Project	Estimated Costs
Monument Upgrades	$150,000
Griffin Drive Sidewalk	$350,000
Treeline Avenue Sidewalk	$400,000
Griffin Drive Landscaping and Planting	$850,000
Master Irrigation Renovation*	$3,900,000
Roadway Total	**$5,650,000**

*The total estimated cost of this project is $5,900,000, of which $2,000,000 will be funded from a prior bond issuance.

4.1 MONUMENT UPGRADES

The District is planning to add a monument in the roundabout (RAB) where Commerce Lakes Drive intersects with Gateway Boulevard and at the Gateway High School roundabout This will be a welcome sign into the community. The Commerce RAB Monument and the High School RAB Monument project was included in the Series 2026 Project list and the location of the sign is shown **Figure 4-2** provided in **Appendix B**. The estimated cost of this Series 2026 Project component is $80,000.

The District is also planning to enhance two (2) roundabouts through the installation of new turf landscaping. The first roundabout, referred to as the Commerce RAB, is located at the intersection of Commerce Lakes Drive and Gateway Boulevard. The second, referred to as the High School RAB, is located on Griffin Drive immediately east of the main entrance to Gateway High School. This project includes the installation of new turf and associated landscape improvements necessary to support and complement the proposed enhancements. The Commerce RAB and High School RAB Turf Landscaping Upgrades are proposed for inclusion in the Series 2026 Project and are shown on **Figure 4-3** in **Appendix B**. The estimated cost of this Series 2026 Project component is $70,000.

The total estimated cost of the Monument Upgrades Project components is $150,000.

4.2 GRIFFIN DRIVE SIDEWALK

The Griffin Drive Sidewalk project consists of asphalt sidewalk for a public pathway proposed to be located within the right-of-way of Griffin Drive on the east side between the southern driveway of Gateway Elementary School and the southwest side of Timbermarsh Court, approximately 1,500 linear feet. Permitting will be required from Lee County (Development Order). An exemption from South Florida Water Management District Environmental Resource Permitting is assumed. Site design is anticipated to include sidewalk alignment, minor site grading, accessibility ramps, and crosswalks as needed. This project is at 90% design currently. The project will also require construction engineering and inspections and construction project management. The Griffin Sidewalk project to be included in the Series 2026 Project is shown on **Figure 4-2** provided in **Appendix B**. The estimated cost of this Series 2026 Project component is $350,000.

4.3 GRIFFIN DRIVE LANDSCAPING AND PLANTING

The District is responsible for maintaining the landscaping within the Griffin Drive right-of-way and implements landscaping and planting improvements on an as-needed basis. The Griffin Drive Landscaping and Planting project includes new landscape plantings, sod and landscape enhancements along Griffin Drive. To support the design and implementation of these improvements, the District has retained Tetra Tech with supporting sub-consultant services from Kapur & Associates. The subconsultant has completed the 90% design phase and is preparing to advance the project to construction. The Griffin Drive Landscaping and Planting Project proposed for inclusion in the Series 2026 Project is depicted in **Figure 4-2** in **Appendix B**. The estimated cost of this project component is $850,000. It should be noted that this project is in tandem with the Master Irrigation Renovation.

4.4 TREELINE AVENUE SIDEWALK

The Treeline Avenue Sidewalk project consists of concrete pavement for a public pathway proposed to be located within the Lee County owned right-of-way of Treeline Avenue on the west side between the southern driveway of Winn Dixie and the north side of Bradmore Road, approximately 1,300 linear feet. Permitting will be required from the City of Fort Myers (Development) and Lee County (Right-of-Way). An exemption from South Florida Water Management District Environmental Resource Permitting is assumed. Site design is anticipated to include sidewalk alignment, minor site grading, accessibility ramps, and crosswalks if needed. This project is still in preliminary design stages as of now. The project will also require construction engineering and inspections and construction project management. The Treeline Sidewalk project to be included in the Series 2026 Project is shown on **Figure 4-2** provided in **Appendix B**. The estimated cost of this Series 2026 Project component is $400,000.

4.5 MASTER IRRIGATION RENOVATION

The District has an ongoing services contract to operate and maintain the District's landscape irrigation system. The service provider is preparing a phased master plan for the replacement of the controller system, and the CIP includes costs to implement that plan. The phased master plan is for four irrigation controllers that will replace the approximately 15 current controllers. The new system will be web-based capable of being managed/monitored remotely. The proposed project includes full flow and pressure monitoring along with rain catch and soil sensor technology for best water management practices. It is the intent of the District to repair/replace any and all lines as they have not been maintained since their installation. The master irrigation renovation projects to be included in the Series 2026 Project are shown on **Figure 4-3** provided in **Appendix B**. The total estimated cost of this project is $5,900,000, of which $2,000,000 will be funded from remaining proceeds of the 2023 Bond Series which is a prior bond issuance (other funds). Therefore, the estimated amount to be financed through the Series 2026 bonds is $3,900,000.

5.0 PARKS AND RECREATION

The District is planning to fund four projects within the Parks and Recreation category as part of the Series 2026 Project, all of which benefits both the Gateway and Pelican Preserve Assessment Areas. **Table 5-1** lists these projects. The location of the parks and recreation facilities included in the Series 2026 Project are shown on **Figure 5-1** provided in **Appendix B**. The Parks and Recreation Projects included in the Series 2026 Project represent a portion of the parks and recreation projects in the CIP.

District parks and recreation facilities include the Gateway Commons, the FPL Linear Park, and the Sherman Soccer Complex and Dog Park. The Gateway Commons, located at 11301 Gateway Boulevard, contains the heated 25-meter-long community pool with a designated lap lane, covered picnic areas, and parking. The FPL Linear Park includes a walking/biking trail.. The Sherman Soccer Complex located at 13260 Griffin Drive has four regulation and one junior size soccer fields, a playground, covered picnic areas, restrooms, parking, and a concession stand.

Table 5-1. Summary of Parks and Recreation Projects/Series 2026 Project.

Project	Estimated Costs
Sherman Soccer Complex Additional Parking	$1,200,000
Gateway Commons Park Amenities	$700,000
Sherman Soccer Complex Field Lighting with Control Link	$700,000
Linear Park Improvements	$200,000
Parks and Recreation Total	**$2,800,000**

5.1 SHERMAN SOCCER COMPLEX ADDITIONAL PARKING LOT

The District plans to add additional parking areas and stormwater infrastructure at the Sherman Soccer Complex. The project scope includes the construction of a 96-space parking lot along with site grading, a stormwater system, and lighting improvements. The proposed parking lot is to be located south of the existing soccer fields at the Sherman Soccer Complex. Along with a Lee County Development Order, the proposed parking lot expansion will require an environmental resource permit (ERP) with South Florida Water Management District (SFWMD). The District is completing final design and requires the funds for construction, construction engineering inspection and construction administrative services. The estimated cost of this Series 2026 Project component is $1,200,000. The Sherman Soccer Complex Additional Parking location is shown in **Figure 5-1**.

5.2 GATEWAY COMMONS PARK AMENITIES

The District has roughly 15 acres of recreational area at the Commons. The District is currently constructing improvements at the Commons park which include: sports courts, trails, pavilions, playgrounds and other amenities. As part of the Series 2026 Project the District will be relocating the Dog Park from the Sherman Soccer Complex to the Commons Park and making turf improvements by installing Zoysia Sod and making irrigation improvements. The Dog Park improvements will include: design, permitting, fencing, electrical improvements, water supply, concrete work, structures, and seating. The estimated cost of this Series 2026 Project component is $650,000. The Gateway Commons Park Amenities project location is shown in **Figure 5-1**.

The District plans to add a security system and cameras to the Recreational Area in the Gateway Commons. With additional amenities being added to the Gateway Commons, the District wants to add a security system for protective measures, benefiting the safety of all residents in the District. The estimated cost of this Series 2026 Project component is $50,000. The Gateway Commons Security System & Cameras project location is shown in **Figure 5-1**.

The total estimated cost of the Gateway Commons Park Amenities Project components is $700,000

5.3 SHERMAN SOCCER COMPLEX FIELD LIGHTING

The District plans to add field lighting with remote control link at the Sherman Soccer Complex. The District plans to include sports lighting, playground lighting, and pole straightening within the scope of this project. The control link is a remote-control system that will give the District the ability to monitor and control the lighting system with an on/off and dimming (high/medium/low) features. This project includes replacement of a 15+ year old lighting system of the fields. The estimated cost of this Series 2026 Project component is $700,000. The Sherman Soccer Complex Field Lighting project location is shown in **Figure 5-1**.

5.4 LINEAR PARK IMPROVEMENTS

The District has roughly 15 acres of recreational area at the Commons. The Linear Park Improvements will be constructed on and adjacent to this site and as such, smaller ancillary improvements for the park area will be included to add to the park area. Phase I of this project will be included in the Series 2026 Project. The scope of Phase One includes passive recreational components such as walking trails, shade pavilions, drinking fountains, fitness equipment, disc golf course, landscaping and a playground area. The estimated cost of this Series 2026 Project component is $200,000. The Linear Park Improvements project location is shown in **Figure 5-1**.

6.0 TOTAL ESTIMATED COST OF SERIES 2026 PROJECT

The total estimated cost of the Series 2026 Project is $8,705,000. Project cost is not necessarily the par amount of the bonds and that final bond sizing will be determined by the District's finance team. This estimated cost includes the cost of improvements that have been or will be constructed prior to the issuance of the 2026 Bonds and funded by the District with its available funds,. A summary of the costs of the Series 2026 Project is presented in **Table 6-1**. The full Series 2026 Project estimated cost and status are included as **Appendix A**.

Table 6-1. Summary of Series 2026 Project.

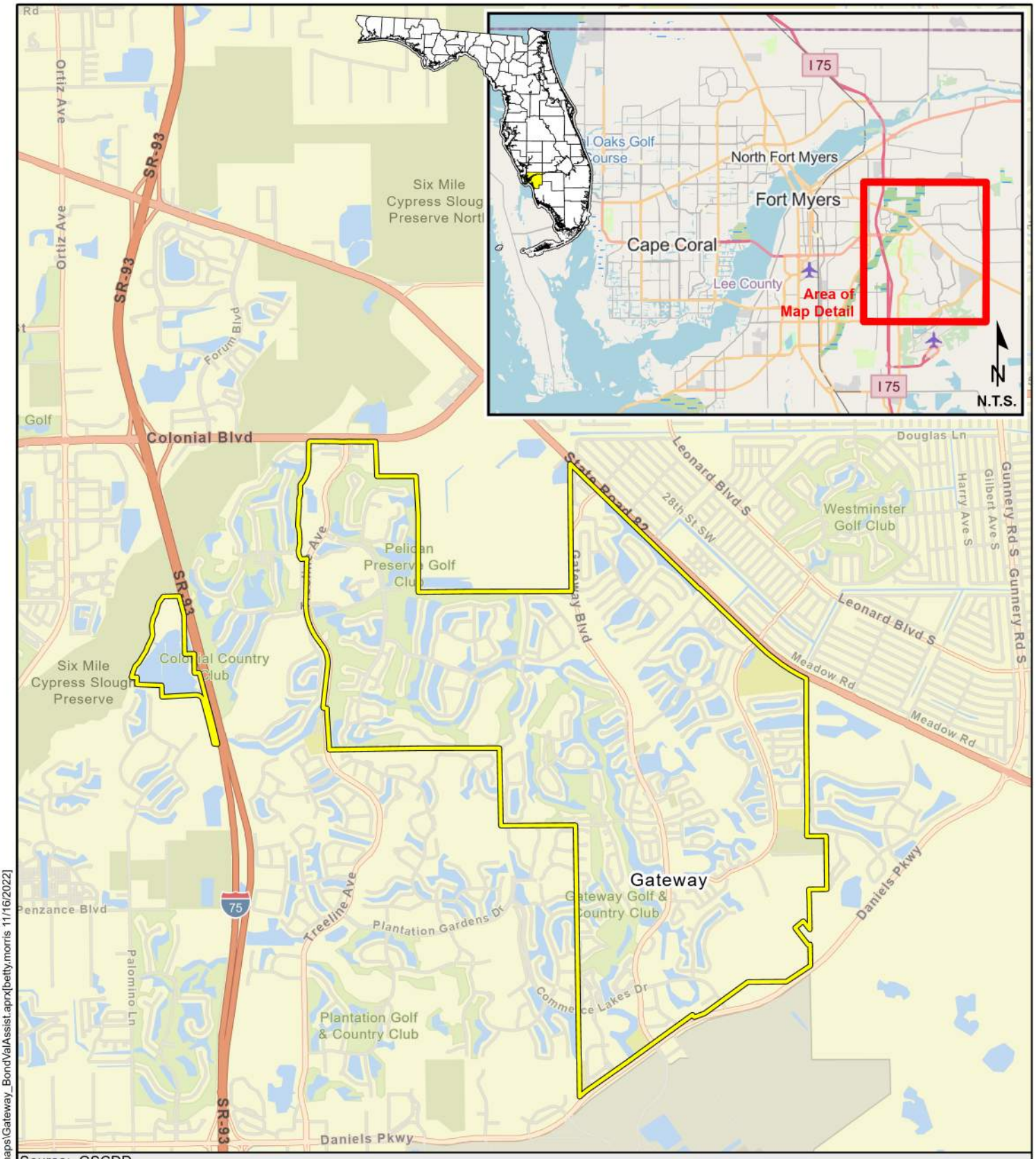
Category	Estimated Costs
Administrative	$200,000
Waterway Management	$55,000
Roadway	$5,650,000
Parks & Recreation	$2,800,000
Total	**$8,705,000**

APPENDIX A – SERIES 2026 PROJECT SPREADSHEET

Series 2026 Project Summary				Project Funding Share		
Report Section	Department / Project Description	Status	FY2026 Project Total Amount	General Fund Share	Pelican Preserve Share	Enterprise Fund Share
	Administration					
2.1	Gateway Blvd Fence at Commons	Under Construction	$200,000	$66,000.00	$34,000.00	$100,000.00
		Administration Total	**$200,000**	**$66,000**	**$34,000**	**$100,000**
	Waterway Management					
3.1	Surface Water Aerators - LK 114	Future Planned Work	$55,000	$55,000.00	$0.00	$0.00
		Waterway Management Total	**$55,000**	**$55,000**	**$0**	**$0**
	Roadway					
4.1	Monument Upgrades	Future Planned Work	$150,000	$129,000.00	$21,000.00	$0.00
4.2	Griffin Drive Sidewalk	Under Design	$350,000	$301,000.00	$49,000.00	$0.00
4.3	Treeline Avenue Sidewalk	Under Design	$400,000	$344,000.00	$56,000.00	$0.00
4.4	Griffin Drive Landsacping and Planting	Under Design	$850,000	$731,000.00	$119,000.00	$0.00
4.5	Master Irrigation Renovation*	Under Design	$3,900,000	$3,354,000.00	$546,000.00	$0.00
		Roadway Total	**$5,650,000**	**$4,859,000**	**$791,000**	**$0**
	Parks and Recreation					
5.1	Sherman Soccer Complex Additional Parking	Under Design	$1,200,000	$1,114,800.00	$85,200.00	$0.00
5.2	Gateway Commons Park Amenities	Under Design	$700,000	$650,300.00	$49,700.00	$0.00
5.3	Sherman Soccer Complex Field Lighting	Under Design	$700,000	$650,300.00	$49,700.00	$0.00
5.4	Linear Park Improvements	Future Planned Work	$200,000	$185,800.00	$14,200.00	$0.00
		Parks and Recreation Total	**$2,800,000**	**$2,601,200**	**$198,800**	**$0**
		Total FY2026	**$8,705,000**	**$7,581,200**	**$1,023,800**	**$100,000**

***The total estimated cost of this project is $5,900,000, of which $2,000,000 will be funded from a prior bond issuance.**

APPENDIX B – FIGURES



Source: GSCDD

LEGEND

Gateway Services Community Development District

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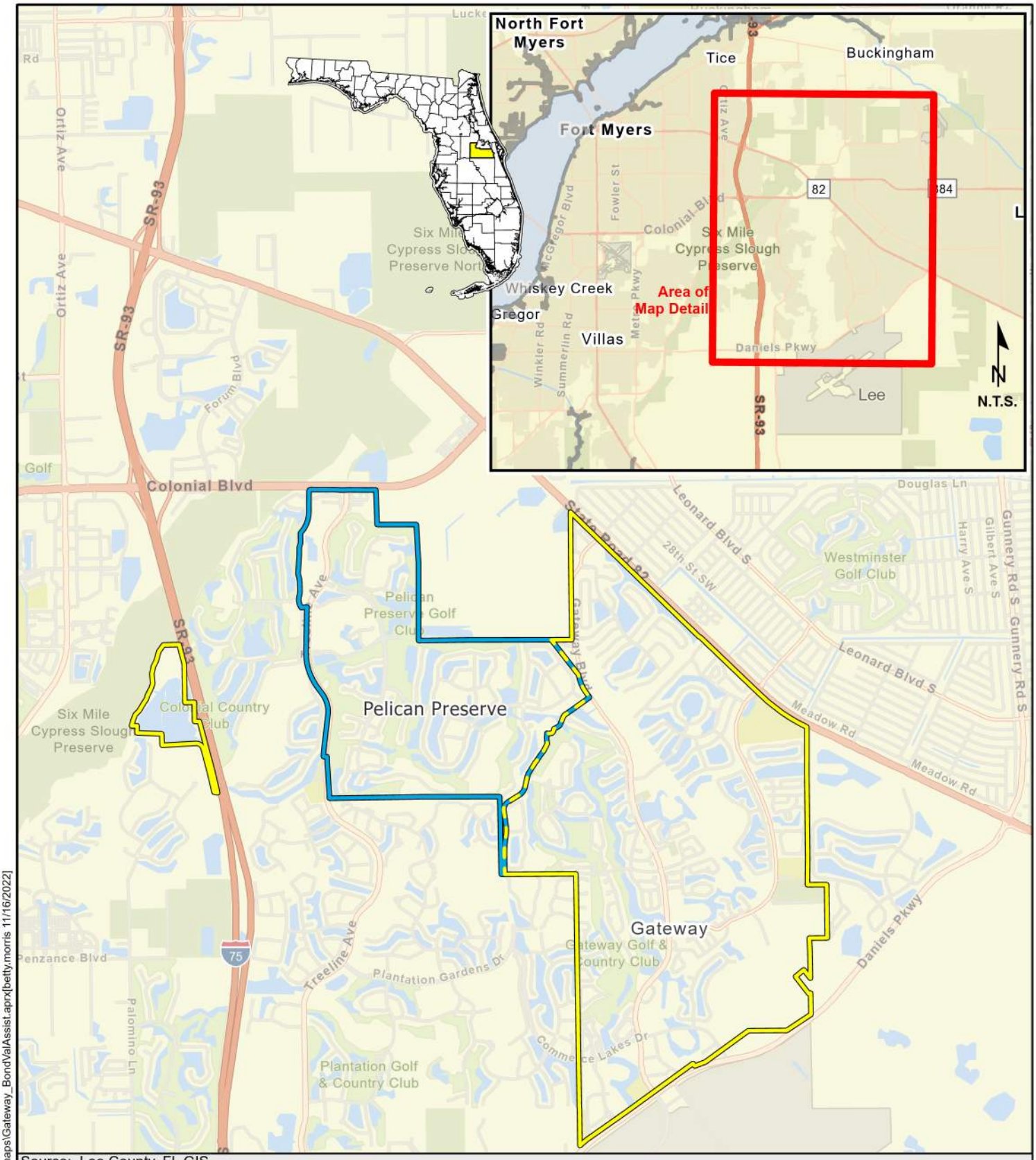
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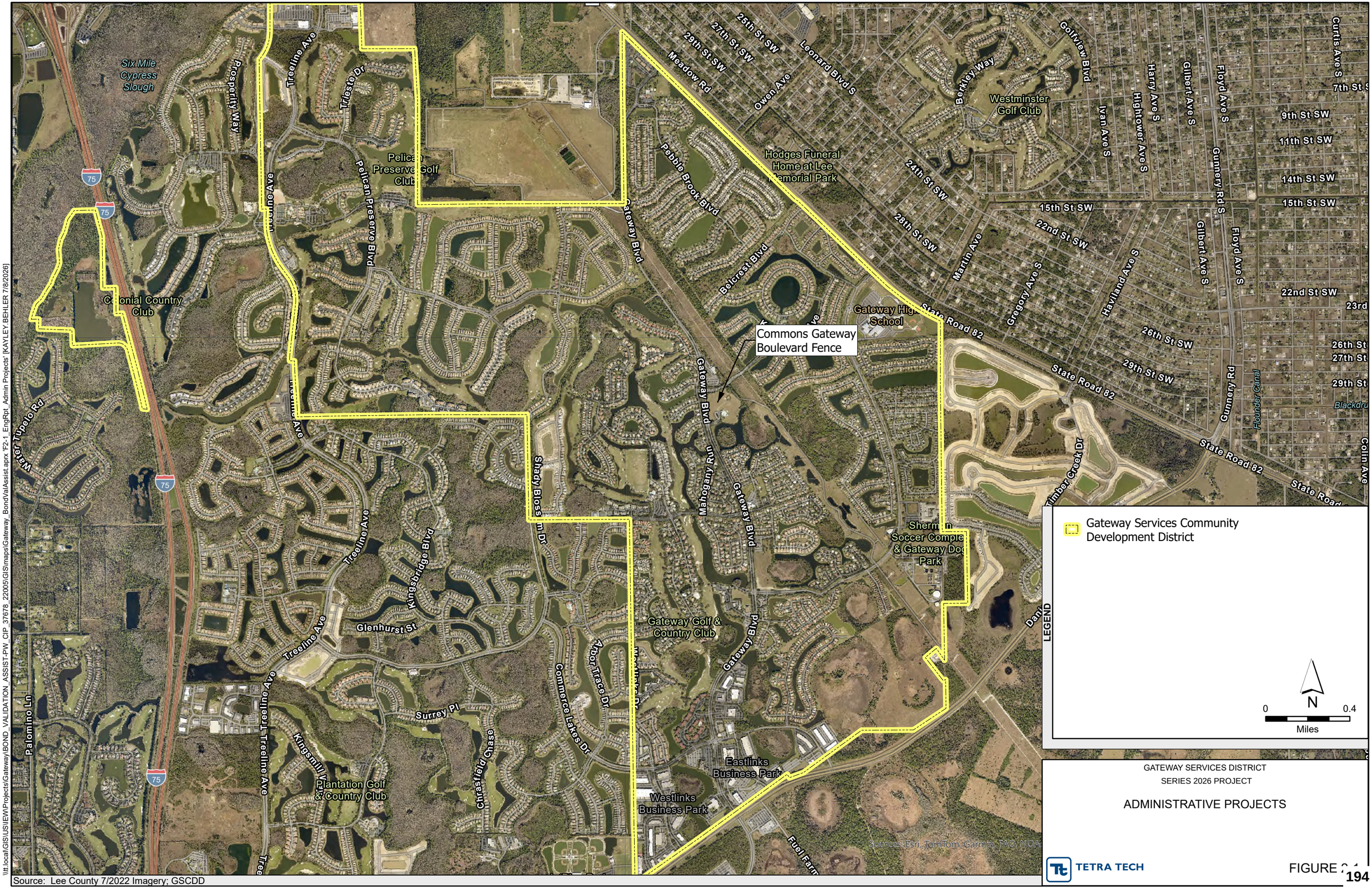
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GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT BOUNDARY MAP

FIGURE 1-1


North Fort Myers
Tice
Buckingham
Fort Myers
Six Mile Cypress Slough Preserve
Whiskey Creek
Gregor
Villas
Area of Map Detail
Daniels Pkwy
Lee
N.T.S.
SR-93
Colonial Blvd
Pelican Preserve
Pelican Preserve Golf Club
Six Mile Cypress Slough Preserve
Westminster Golf Club
Leonard Blvd S
Meadow Rd
Gateway
Gateway Golf & Country Club
Plantation Golf & Country Club
Daniels Pkwy
Treeline Ave
Plantation Gardens Dr
Commerce Lakes Dr
Penzance Blvd
Douglas Ln
Gunnery Rd S
Source: Lee County, FL GIS
LEGEND
Assessment Area Boundaries
Gateway Assessment Area
Pelican Preserve Assessment Area
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GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT
ASSESSMENT AREAS BOUNDARIES MAP
FIGURE 1-2
D:\Projects\Orlando\IER\200-37678-22005\GIS\maps\Gateway_BondValAssist.aprx[betty.morris 11/16/2022]



GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

ADMINISTRATIVE PROJECTS

TETRA TECH

FIGURE 2.1

Source: Lee County 7/2022 Imagery; GSCDD

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LAKE 114

BASIN 1

BASIN 2

BASIN 3

BASIN 4

BASIN 5

BASIN 6

LEGEND

Gateway Services Community Development District

Channel Lakes Flow

Lake

Conservation Area

0 0.4 Miles N

GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

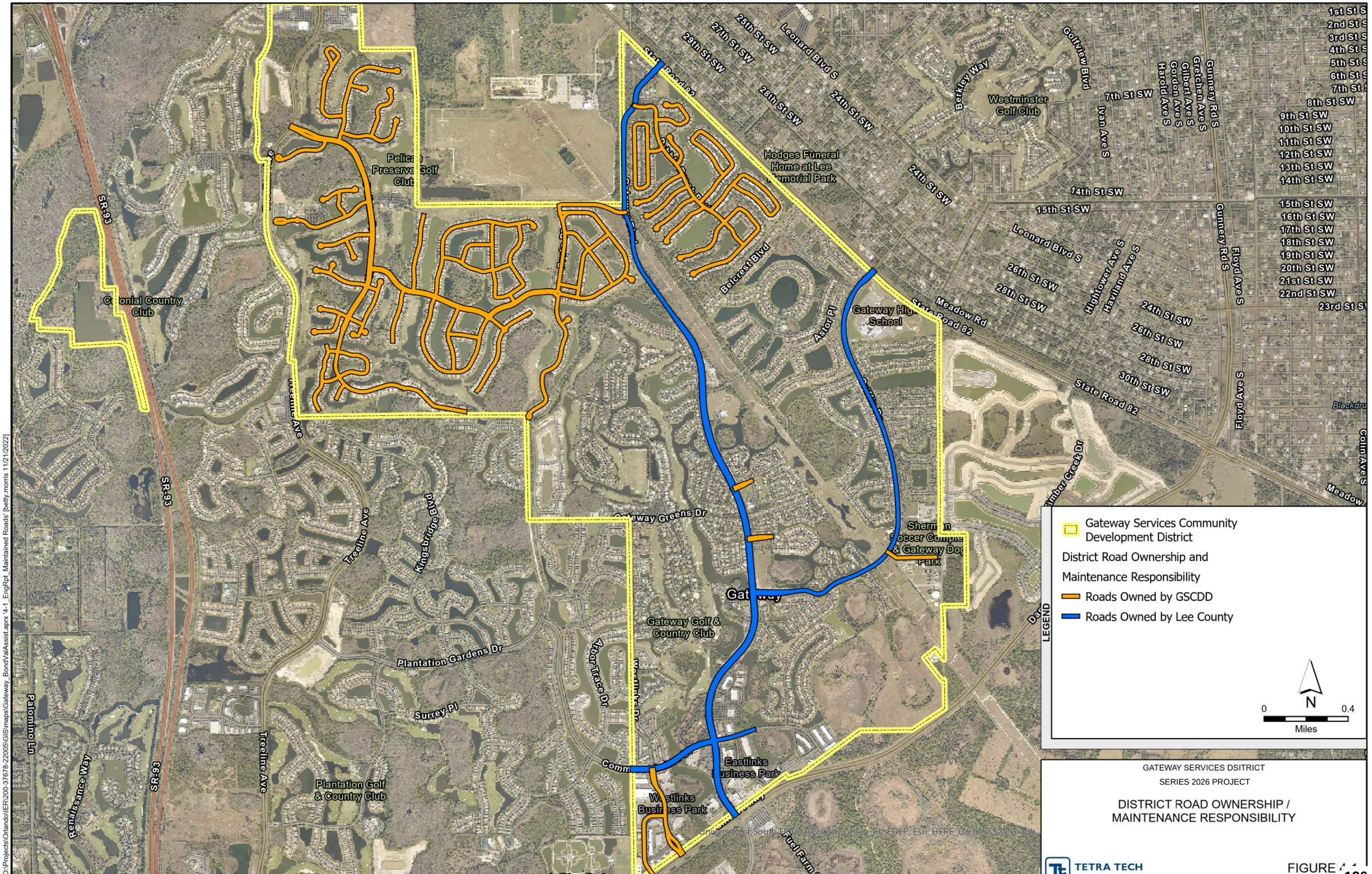
DISTRICT MANAGED LAKES AND STORMWATER PROJECT

TETRA TECH

FIGURE 3.1

Source: Lee County 7/2022 Imagery; GSCDD

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Source: Lee County 7/2022 Imagery; GSCDD

Treeline Ave Sidewalk

Highschool RAB Turf Upgrades

Griffin Dr Sidewalk & Landscaping

Commerce RAB Turf Upgrades

Commerce Monument Sign

Colonial Blvd
Six Mile Cypress Slough
Prosperity Way
Trieste Dr
Treeline Ave
Pelican Preserve Blvd
Pelican Preserve Golf Club
Colonial Country Club
Six Mile Cypress Slough Preserve
Meadow Rd
Hawalaska St
Blowfish Canal
25th St SW
27th St SW
29th St SW
Owen Ave
Leonard Blvd S
Douglas Ln
Golfview Blvd
Berkley Way
Westminster Golf Club
Ivan Ave S
Hightower Ave S
Harry Ave S
Gilbert Ave S
Floyd Ave S
Gunnery Rd S
Hodges Funeral Home at Lee Memorial Park
Pebble Brook Blvd
24th St SW
15th St SW
22nd St SW
28th St SW
Gateway Blvd
Belcrest Blvd
Kentwood Ave
Gateway High School
State Road 82
Haviland Ave S
26th St SW
29th St SW
Gunnery Rd
Gregory Ave
Shady Blossom Dr
Mahogany Run
Gateway Golf & Country Club
Abbot Trace Dr
Commerce Lakes Dr
Surrey Pl
Kingsbridge Blvd
Glenhurst St
Kingsmill Way
Plantation Golf & Country Club
Chrisfield Chase
Eastlinks Business Park
Daniels Pkwy
Westlinks
Musket Ln
Palomino Ln
Water Tupelo Rd
Dani Dr

LEGEND

Gateway Services Community Development District
Griffin Sidewalk Project
Treeline Sidewalk Project

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GATEWAY SERVICES DSITRICT
SERIES 2026 PROJECT

ROADWAY PROJECTS 4.1-4.5

TETRA TECH

FIGURE 4.3

Source: Lee County 7/2022 Imagery; GSCDD

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Baseline 3200 #3

Baseline 3200 #4

Baseline 3200 #2

Baseline 3200 #1

Gateway Services Community Development District

Lake

IrrigationRenovation

LEGEND

Baseline 3200 #1 (35 zones)

Baseline 3200 #2 (42 zones)

Baseline 3200 #3 (95 zones)

Baseline 3200 #4 (22 zones)

N

0 0.4 Miles

GATEWAY SERVICES DISTRICT

SERIES 2026 PROJECT

MASTER IRRIGATION RENOVATION PROJECTS - CONTROLLER SYSTEM REPLACEMENT

TETRA TECH

FIGURE 4.2

Source: Lee County 7/2022 Imagery; GSCDD

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Linear Park Improvements

Additional Parking and Field Lighting at Sherman Soccer Complex

Gateway Commons Park Amenities and Security System

Six Mile Cypress Slough

Colonial Country Club

Pelican Preserve Golf Club

Hodges Funeral Home at Lee Memorial Park

Westminster Golf Club

Gateway High School

Gateway Golf & Country Club

Plantation Golf & Country Club

Eastlinks Business Park

Westlinks Business Park

Gateway Services Community Development District

LEGEND

0 0.4 Miles

N

GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

PARKS AND RECREATION PROJECTS

TETRA TECH

FIGURE 5.1

Source: Lee County 7/2022 Imagery; GSCDD

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Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.A**

Draft Assessment Methodology - 2026 Bond Series

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Presentation of draft assessment methodology for the 2026 bond series and provide District Staff, District Counsel and Consultant feedback/direction.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Chelsea O'Riley

---

Attachments:

1. DRAFT GSCDD Series 2026 Bond Assessment Methodology.pdf

PRELIMINARY SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

SPECIAL ASSESSMENT BONDS, SERIES 2026

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

August 27, 2026

Prepared for

Board of Supervisors
Gateway Services Community District

Prepared by

Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
REE-I.com

1.0 Introduction

1.1 Purpose

This Second Supplemental Assessment Methodology Report ("2026 SSAMR") supplements the Amended and Restated Master Assessment Methodology Report dated September 1, 2022 ("Master Methodology Report") and approved by the Board of Supervisors of the Gateway Services Community Development District (the "District") on November 3, 2022. All capitalized terms not otherwise defined herein have the meanings set forth in the Master Methodology Report. This 2026 SSAMR sets forth the final details of the Series 2026 Bonds (hereinafter defined) and the Series 2026 Assessments (hereinafter defined) based upon the final pricing details of the Series 2026 Bonds.

The Master Methodology Report sets forth a master assessment methodology (the "Master Methodology") for allocating and apportioning the Assessments described therein to benefitted properties in the District in connection with the District's Capital Improvement Plan ("CIP"), as described in the Amended and Restated Master Engineer's Report dated September 1, 2022 (the "MER") prepared by Tetra Tech (the "District Engineer").The District plans to fund the CIP in phases through a series of bond issues and other financing sources over an estimated 20-year period.

The District is now proposing to issue its Special Assessment Bonds, Series 2026 (the "Series 2026 Bonds"), the proceeds of which, together with other available funds of the District, as described herein, will be applied to fund a portion of the CIP ("Series 2026 Project"), as more particularly in the Second Supplemental Engineer's Report for the Gateway Services Community District: Series 2026 Project dated August 26, 2026, ("SSER") prepared by the District Engineer, supplementing the MER.

This 2026 SSAMR applies the Master Methodology to allocate, in a fair and reasonable manner, the portion of the Assessments to be levied in connection with the Series 2026 Bonds (collectively, "Series 2026 Assessments") to the properties benefitting from the Series 2026 Project. These properties are located within the two distinct assessment areas previously established by the District within its boundaries in connection with the CIP and the Assessments, referred to as the "Gateway Assessment Area" and the "Pelican Preserve Assessment Area" respectively, and collectively as the "Assessment Areas".

As a result of the application of the Master Methodology in connection with the Series 2026 Assessments, none of the Series 2026 Assessments will exceed the special and peculiar benefits derived from the Series 2026 Project.

This 2026 SSAMR is required to determine the special and peculiar benefits and allocation of debt through a customary process that was fully contemplated under the Master Methodology.

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The Master Methodology as applied herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting the Series 2026 Project and creating enhanced use and increased enjoyment of the property; and (2) apportioning those special benefits on a basis that is fair and reasonable.

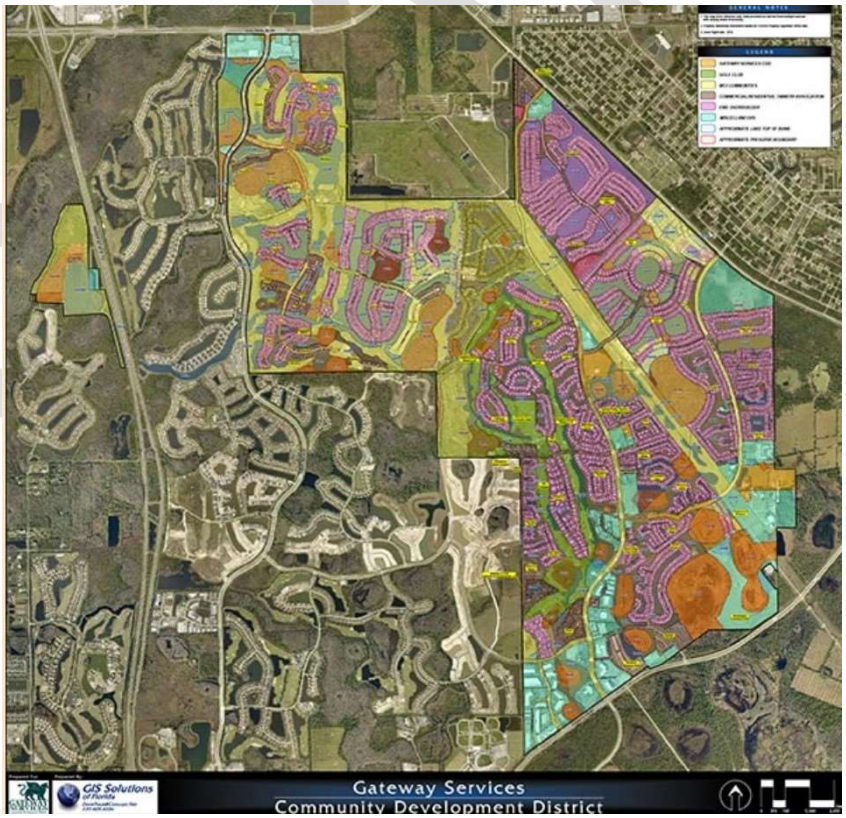
The Master Methodology and this 2026 SSAMR are designed to conform to the requirements of the Constitution, Chapters 170, 190 and 197, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.

Real Estate Econometrics, Inc. ("Assessment Consultant") has been retained to prepare this 2026 SSAMR for the District.

1.2 Background

The District encompasses approximately +/- 4,488 acres comprised of the Gateway and Pelican Preserve master planned residential communities located within Lee County ("County") and partially within the City of Fort Myers ("City"). See Location Map – Figure 1 below.

Figure 1 – Gateway Services Community District Location Map



Source: Gateway Services Community District

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The District was established on May 22, 1986, by the Florida Land and Water Adjudicatory Commission Chapter 42F-1, pursuant to the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"). The District is governed by a five-member Board of Supervisors, who are elected to a term of four years, by qualified electors.

The District is a Community Development District ("CDD") which is a governmental unit created to serve the long-term specific needs of property owners within its boundaries. A CDD's main powers are to plan, finance, construct, operate, and maintain community-wide infrastructure and services specifically for the benefit of its property owners.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the applicable systems, facilities, and services to property within the applicable Assessment Areas.

While the general public and property owners outside the boundaries of the Assessment Areas will benefit from the provision of the CIP, including the Series 2026 Project, these benefits are incidental to the benefits derived from property within the boundaries of the applicable Assessment Areas which is dependent upon the CIP or portions thereof to obtain, or to maintain, development entitlements. This fact alone clearly distinguishes the special and peculiar benefits which property within the applicable Assessment Areas receive compared to those properties lying outside of the Assessment Areas boundaries and establishes that the CIP or portions thereof has a nexus to the increased value and the use and enjoyment of the lands within the applicable Assessment Areas.

1.4 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

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If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

1.5 Scope of Report

The costs of the Series 2026 Project have been estimated by the District Engineer as detailed in the SSER. This 2026 SSAMR details with greater specificity the apportionment of benefit peculiar to the specific properties within the applicable Assessment Areas resulting from the implementation of the Series 2026 Project.

This 2026 SSAMR is being used to apply the Master Methodology to determine the Series 2026 Assessments to be imposed on properties within the Assessment Areas. This 2026 SSAMR applies algorithms and the principles set forth in the Act and the Master Methodology and related statutory provisions with more specificity to result in the actual levy of the assessments on the benefiting property. The Series 2026 Assessments are a portion of the Assessments described in the Master Methodology Report.

2.0 Finance Plan

The Series 2026 Project

The District Engineer has identified in the SSER certain infrastructure in the Assessment Areas of the District that will be improved or provided by the District as part of the Series 2026 Project, which is a portion of the CIP, and as noted above, has provided a cost estimate for the District's Series 2026 Project in the SSER.

The Series 2026 Project consists of improvements to the roadways, the drainage/storm water management system, parks and recreation and administrative facilities of the District as detailed in the SSER.

Table 1 on the next page summarizes the costs as allocated for benefit determination purposes and associated with the proposed Series 2026 Project.

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Table 1 – Series 2026 Project Costs Allocation

Capital Improvement	Total Costs
Administration	$200,000
Waterway Mgmt.	55,000
Roadways and Landscaping	7,650,000
Parks and Recreation	2,800,000
Total	$10,705,000

Source: Second Supplemental Engineer's Report for the Gateway Services Community District: Series 2026 Project dated August 26, 2026 and Assessment Consultant

The District's Series 2023 Bonds previously funded $2,000,000 of the Roadways and Landscaping component of the CIP. The Gateway Utility Enterprise Fund will fund its portion of the Administration cost through a transfer of funds, and the remaining costs of the Series 2026 Project, net of the amount previously funded by the Series 2023 Bonds, will be funded through a portion of the proceeds of the Series 2026 Bonds and other available monies of the District, as shown in Table 2 below.

Table 2 – Series 2026 Project Costs Funded by Series 2026 Bonds and Other Monies

Capital Improvement	Total Costs
Administration	$200,000
Waterway Mgmt.	55,000
Roadways and Landscaping*	5,650,000
Parks and Recreation	2,800,000
Total	$8,705,000

*** - $2,000,000 coming from Series 2023 Bonds**

** $2,000,000 of the Roadways and Landscaping cost was previously funded by the Series 2023 Bonds.*

Source: Second Supplemental Engineer's Report for the Gateway Services Community District: Series 2026 Project dated August 26, 2026 and Assessment Consultant

On September 19, 2024, the GSCDD Board of Supervisors repealed Rule VI (interconnectivity rule), which prompted a benefit determination reanalysis. A 2025 Amended and Restated Master Operations and Maintenance Assessment Methodology Report dated March 20, 2025 (the "O&M Methodology Report") adopted by the Board determined new benefit calculations.. In addition, the C-5 neighborhood on the West side of Treeline Avenue and the commercial parcels on the south side of the intersection of Treeline Avenue and Colonial Boulevard were moved from the Pelican Preserve benefit calculations and added to the Gateway benefit calculations.

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The benefit calculations from the O&M Methodology are used to calculate the Series 2026 Bonds benefits as O&M Methodology benefits correspond to the Series 2026 Bonds.

For purposes of benefit determination, the Assessment Consultant has determined in the Master Methodology Report that the costs for the new administration building and its associated costs be allocated between the Gateway Assessment Area, the Pelican Preserve Assessment Area and the Gateway Utility Enterprise Fund. All properties within the District boundaries will benefit from the new District administration building so the new administration building and its associated costs will be allocated based on equivalent assessable units ("EAUs").

From the MER, 59.0% of the administrative building costs will be funded by funds transferred from the Gateway Utility Enterprise Fund while 27.0% will be allocated to the Gateway Assessment Area and 14.0% will be allocated to the Pelican Preserve Assessment Area.

The Gateway Assessment Area, the Pelican Preserve Assessment Area and the Gateway Utility Enterprise Fund will each fund a portion of the remaining Series 2026 Project costs shown in Table 2 above. Table 3 below shows the percentage allocations from the O&M Methodology of those costs among the Gateway Assessment Area, the Pelican Preserve Assessment Area and the Gateway Utility Enterprise Fund, and Table 4 on the next page shows the corresponding dollar allocation. A more detailed description of how those percentages were calculated can be found in the O&M Methodology.

Table 3 – Series 2026 Project Cost Percent Allocation by Assessment Area and Fund

Capital Improvement	Gateway Assessment Area	Pelican Preserve Assessment Area	Utility Enterprise Fund	Total Percent
Administration	33.0%	17.0%	50.0%	100.0%
Waterway Mgmt.	100.0%	0.0%	0.0%	100.0%
Roadways and Landscaping	86.0%	14.0%	0.0%	100.0%
Parks and Recreation	92.9%	7.1%	0.0%	100.0%

Source: O&M Methodology and Assessment Consultant

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Table 4 – Series 2026 Project Cost Allocation by Assessment Area and Fund (Dollars)

Capital Improvement	Gateway Assessment Area*	Pelican Preserve Assessment Area *	Enterprise Fund*	Total Costs
Administration	$66,000	$34,000	$100,000	$200,000
Waterway Mgmt.	55,000	0	0	55,000
Roadways and Landscaping	4,859,000	791,000	0	5,650,000
Parks and Recreation	2,601,200	198,800	0	2,800,000
Total	$7,581,200	$1,023,800	$100,000	$8,705,000

***The C-5 neighborhood and the commercial parcels at the corner of Treeline and Colonial in the Gateway Assessment Area will be paying their portion of the Series 2026 Project through an alternative financing source. Pelican Preserve will be paying their portion of the Series 2026 Project through a combination of a one-time contributions from their general fund and their capital reserve fund. The Utility Enterprise Fund will be paying their portion of the Series 2026 Project through a contribution from their Enterprise Fund.**

Source: Second Supplemental Engineer's Report, O&M Methodology and Assessment Consultant

The Pelican Preserve Assessment Area will fund its allocated share of the Series 2026 Project through a one-time contribution from its general fund and capital reserve fund rather than through the issuance of bonds, and the Gateway Utility Enterprise Fund will fund its allocated share of the Administration cost through a contribution from its Enterprise Fund. Accordingly, only the Gateway Assessment Area's allocated share of the Series 2026 Project costs, totaling $7,581,200 as shown in Table 5 below, will be funded in part through the issuance of the Series 2026 Bonds.

Table 5 – Gateway Assessment Area Series 2026 Project Costs by Capital Improvement

Capital Improvement	Gateway Assessment Area
Administration	$66,000
Waterway Mgmt.	55,000
Roadways and Landscaping	4,859,000
Parks and Recreation	2,601,200
Total	$7,581,200

Source: Second Supplemental Engineer's Report, O&M Methodology and Assessment Consultant

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3.0 Assessment Methodology

3.1 Structure – CIP

Special and peculiar benefits flow as a logical connection to the property from the systems, facilities and services provided as a logical consequence to the property within the boundaries of the applicable Assessment Areas. These special benefits are peculiar to the platted units or parcels. The special benefits that justify imposing the assessments on the benefiting platted units or parcels include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various benefiting platted units or parcels of property.

Second, pursuant to the MER, the District Engineer identified the CIP costs then, in the Master Methodology Report, the Assessment Consultant allocated those costs to each benefiting platted unit or parcel for the provision of the systems and facilities, which constitute the CIP, using the Master Methodology. The best determination of benefit involves whether there is a special benefit peculiar to such property, different in kind and degree to any general benefit, so long as the special benefit flows peculiar to the property as a logical connection from the components of the CIP. Then a dollar amount of a proposed assessment is identified using various formulas. Then there is a determination of whether that dollar amount itself can be a second lien to be levied on the benefiting property. Then there is an apportionment of the benefits so that no assessment exceeds any determination of special and peculiar benefit to the property and that the amount levied on the benefiting property is fair and reasonable.

In addition to the District Engineer determining the costs for the CIP, an estimate of the bond amount required to finance the CIP was calculated by the Underwriter/Placement Agent. The determination of benefit leading to the Master Methodology associated with the CIP was a two-step process. Second, the special and peculiar benefits of the CIP were determined and imposed upon the benefiting property within the District. Second, the Assessments were levied on the benefiting property on a per unit basis for the platted lots and on an acreage basis for the unplatted parcels within the applicable Assessment Areas for the applicable phased units of development in accordance with the more specific uses and special benefits peculiar to each platted lot or parcel. As noted earlier, this 2026 SSAMR applies the Master Methodology to allocate the Series 2026 Assessments to the benefitting property in the Assessment Areas in connection with the Series 2026 Bonds and the Series 2026 Project, which is a portion of the CIP.

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4.0 Assessment Determination

4.1 Special and Peculiar Benefit to the Property

The special and peculiar benefits of the construction and/or acquisition by the District of components of the CIP constituting systems, facilities and services which are provided in differing amounts, is dependent on the type of land use receiving the special and peculiar benefits peculiar to those properties which flow from the logical relationship to the properties.

One example of this differentiation is the concept that various land uses will generate differing demands on the CIPs roadway infrastructure. Another example is that it can be demonstrated that each land use will receive a different level of surface water management benefit that relates to that land use's density and intensity of development.

These determinations are reviewed in the light of the special and peculiar benefits peculiar to the property which flow to the properties as a result of their logical connection from the improvements actually provided.

The special and peculiar benefits within each Assessment Area have been determined relative to each parcel of land and identified for each improvement in accordance with the Master Methodology Report and the Master Methodology described therein.

4.2 Reasonable and Fair Apportionment of the Duty to Pay

Using the Master Methodology, the special and peculiar benefits from the component systems and facilities of the Series 2026 Project have been determined and apportioned in each Assessment Area to the platted lots on a unit basis and to the unplatted parcels on an equal acre basis. Based on the current and planned land uses and as land receives certain development approvals, the benefits will be apportioned as provided in this 2026 SSAMR.

The duty to pay the Series 2026 Assessments as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the Series 2026 Project (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the Series 2026 Project for the reasons set forth above.

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Accordingly, no acre of property within the Assessment Areas will be assessed for the payment of any non-ad valorem special assessment pursuant to this 2026 SSAMR and the Master Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

4.3 Par Debt and Assessment Benefit analysis

The benefits received by an individual property within the District from the CIP was determined by applying measurement coefficients to each property based on the benefit being measured. For instance, roadway benefits are generally measured by the number of trips generated by the property, stormwater management benefits are measured by the relative proportion of impervious and pervious surface area (with the exception of the cost related to the weirs which was determined to benefit both Assessment Areas), and parks and recreation and administrative benefits are measured by equivalent assessment units ("EAUs").

As shown in Table 5 above, the Gateway Assessment Area's allocated share of the Series 2026 Project totals $7,581,200. That amount is allocated by capital improvement category among the platted units and parcels within the Gateway Assessment Area using measurement coefficients consistent with the Master Methodology and the District's O&M Methodology Report, which the Board adopted following the repeal of Rule VI and which re-examined the special and peculiar benefit received by each land use within the District. Roadway benefits are measured by trip generation rates, water management benefits are measured by the relative proportion of impervious and pervious surface area, and parks and recreation and administration benefits are measured by EAUs. Consistent with the O&M Methodology Report, the C-5 neighborhood and the commercial parcels at the intersection of Treeline Avenue and Colonial Boulevard (the "Colonial Commercial" parcels) are included in the Gateway Assessment Area benefit calculations shown below, along with the Arborwood Preserve neighborhood and the Gateway Golf Club, because each of those land uses receives special and peculiar benefit from the roadway, water management, parks and recreation and administration components of the Series 2026 Project. As described above, the C-5 and Colonial Commercial parcels will fund their allocated share of that benefit through an alternative financing source rather than through the Series 2026 Bonds.

Roadways

The roadway capital improvement costs were apportioned according to land use, expressed as trip generation rates, associated with each specific land use within the Gateway Assessment Area, consistent with the Master Methodology and the O&M Methodology Report. The trip rates are derived from the 11th Edition of the Institute of Transportation Engineers ("ITE") Trip Generation Manual. The trip generation calculations and percentages can be found in the O&M Methodology Report.

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Water Management

The Water Management System provides several special benefits, peculiar to certain properties within the Gateway Assessment Area. Such benefits, conferred by the system as a whole, are apportioned to properties based on the type of land use on a per parcel or per acre basis. Property is assessed to reflect the relative magnitude of the individual special benefit it receives proportionally from the entire Water Management System. Each property's land use is assigned an acreage, or portion thereof, runoff percentage factor based on the pervious and impervious surfaces the property has as it relates to the entire parcel. The water management calculations and percentages can be found in the O&M Methodology Report.

Parks and Recreation

The District's parks and recreation facilities provide special benefits peculiar to the residential properties within the Gateway Assessment Area, consistent with the O&M Methodology Report. The relative benefit conferred is expressed in terms of EAUs. The use of EAUs as a basis for apportioning assessments is widely used throughout Florida as a fair and reasonable method of apportioning benefit and determining assessments. Each Gateway residential parcel receives one (1.0) EAU. Consistent with the O&M Methodology Report, the Gateway Commercial parcels, the Colonial Commercial parcels, the C-5 neighborhood and the Arborwood Preserve neighborhood each receive 0.15 EAU per unit or parcel, reflecting the lesser, but still special and peculiar, benefit those properties receive from the District's parks and recreation facilities. The Gateway Golf Club does not receive an allocation of parks and recreation benefit because the District's parks and recreation facilities are not available for use by the golf course. The parks and recreation calculations and percentages can be found in the O&M Methodology Report.

Administration

As noted above, the District's administration building and related administrative costs provide special benefits peculiar to all properties within the District, and 27.0% of those costs were allocated to the Gateway Assessment Area, consistent with the MER and the O&M Methodology Report. Within the Gateway Assessment Area, the relative benefit conferred by the District's administrative facilities and services is expressed in terms of EAUs, and each property within the Gateway Assessment Area, including the Gateway Golf Club, receives one (1.0) EAU regardless of its size or land use, consistent with the O&M Methodology Report's determination that all parcels in the District benefit equally from the District's general administrative functions. The administration calculations and percentages can be found in the O&M Methodology Report.

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Benefit Allocation Calculations

Once the measurement coefficients described in Table 3 above were applied to each platted residential unit and commercial parcel within the Gateway Assessment Area, an amount (daily trips, pervious and impervious acreage, or EAUs, as applicable) was determined for each platted unit or parcel. The measurement amounts were tallied by category, and each property's amount was divided by the total benefit to obtain that property's percentage of the category benefit. The category cost was then multiplied by each property's percentage of that category to determine each property's allocated cost for that category. Table 6 through Table 9 below and on the next two pages show the Gateway Assessment Area's total allocated cost by capital improvement category and product type/land use, reflecting the full special and peculiar benefit received by all properties within the Gateway Assessment Area, including the C-5 and Colonial Commercial parcels.

Table 6 – Roadway Series 2026 Bonds Benefit Allocation by Land Use Type

Product Type	Units	Roadway Trips	Roadway Percent	Roadway Allocation	Roadway Allocation/Unit
Single Family	4,134	38,983.62	54.47%	$2,646,643.82	$640.21
Multifamily	890	4,280.90	5.98%	$290,635.34	$326.56
Golf Course	1	643.32	0.90%	$43,675.75	$43,675.75
Gateway Commercial	185	17,772.44	24.83%	$1,206,591.86	$6,522.12
Colonial Commercial	12	8,306.14	11.61%	$563,913.61	$46,992.80
C-5	168	1,584.00	2.21%	$107,539.62	$640.12
		71,570.42	100.00%	$4,859,000.00	

Source: O&M Methodology Report and Assessment Consultant

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Table 7 – Water Management Series 2026 Bonds Benefit Allocation by Land Use Type

Product Type	Units	Water Mgt. Impervious Acres	Water Mgt. Percent	Water Mgt. Allocation	Water Mgt. Allocation/Unit
Single Family	4,134	457.34	65.81%	$36,194.46	$8.76
Multi Family	890	51.98	7.48%	$4,113.76	$4.62
Golf Course	1	38.21	5.50%	$3,023.99	$3,023.99
Gateway Comm	185	110.55	15.91%	$8,749.06	$47.29
Colonial Comme	12	24.94	3.59%	$1,973.78	$164.48
C-5	168	11.94	1.72%	$944.95	$5.62
Totals:		694.96	100.00%	$55,000.00	

Source: O&M Methodology Report and Assessment Consultant

Table 8 – Parks & Recreation Series 2026 Bonds Benefit Allocation by Land Use Type

	Units	Parks & Recreation EAUs	Parks & Recreation EAU Totals	Parks & Recreation EAU Percent	Parks & Recreation Allocation	Parks & Recreation Allocation/Unit
Total Gateway Residential Parcels	4,881	1	4,881.00	98.46%	$2,561,215.44	$524.73
Total Gateway Commercial Parcels	185	0.15	27.75	0.56%	$14,561.30	$78.71
Arborwood	143	0.15	21.45	0.43%	$11,255.50	$78.71
Colonial Commercial Parcels	12	0.15	1.80	0.04%	$944.52	$78.71
C-5	168	0.15	25.20	0.51%	$13,223.24	$78.71
	5,389		4,957	100.00%	$2,601,200.00	

Source: O&M Methodology Report and Assessment Consultant

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Table 9 – Administration Series 2026 Bonds Benefit Allocation by Land Use Type

Product Type	Units	Administration EAUs	Administration EAU Totals	Administration EAU Percent	Administration Allocation	Administration Allocation/Unit
Total Gateway Residential Parcels	5,024	1	5,024	92.92%	$61,324.95	$12.21
Total Gateway Commercial Parcels	185	1	185	3.42%	$2,258.18	$12.21
Gateway Golf Course	18	1	18	0.33%	$219.72	$12.21
Colonial Commercial Parcels	12	1	12	0.22%	$146.48	$12.21
C-5	168	1	168	3.11%	$2,050.68	$12.21
			5,407	100.00%	$66,000.00	

Source: O&M Methodology Report and Assessment Consultant

As described above, the C-5 neighborhood and the Colonial Commercial parcels, while receiving the special and peculiar benefit reflected in Table 6 through Table 9 above, will fund their allocated share of the Gateway Assessment Area CIP cost through an alternative financing source rather than through the Series 2026 Bonds. Accordingly, a reserve contribution equal to the C-5 and Colonial Commercial parcels' allocated share is set aside, and the remaining net amount shown in Table 10 below is the amount that will be financed by the Series 2026 Bonds.

Table 10 – Series 2026 Bonds Net CIP to be Financed

CIP Total	$7,581,200
Reserve Contribution (C-5 & Commercial CIP)	690,737
Net CIP to Finance	$6,890,463

Source: Assessment Consultant

The net CIP amount to be financed by the Series 2026 Bonds is, in turn, allocated by capital improvement category among the Single-Family, Multi-Family, Arborwood Preserve, Gateway Golf Club and Gateway Commercial product types using the same measurement coefficients described in Table 3, as shown in Table 11 through Table 14 on the next two pages.

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Table 11 – Roadway Series 2026 Bonds Par Debt by Land Use Type

Product Type	Units	Roadway Trips	Roadway Percent	Roadway Allocation	Roadway Allocation/Unit
Single Family	4,134	38,983.62	63.20%	$2,646,644	$640.21
Multifamily	890	4,280.90	6.94%	$290,635	$326.56
Golf Course	1	643.32	1.04%	$43,676	$43,675.75
Gateway Commercial	185	17,772.44	28.81%	$1,206,592	$6,522.12
		61,680.28	100.00%	$4,187,547	

Source: O&M Methodology Report and Assessment Consultant

Table 12 – Water Management Series 2026 Bonds Par Debt by Land Use Type

Product Type	Units	Water Mgt. Impervious Acres	Water Mgt. Percent	Water Mgt. Allocation	Water Mgt. Allocation/Unit
Single Family	4,134	457.34	69.50%	$36,194	$8.76
Multi Family	890	51.98	7.90%	$4,114	$4.62
Golf Course	1	38.21	5.81%	$3,024	$3,023.99
Gateway Comm	185	110.55	16.80%	$8,749	$47.29
		658.08	100.00%	$52,081	

Source: O&M Methodology Report and Assessment Consultant

Table 13 – Parks & Recreation Series 2026 Bonds Par Debt by Land Use Type

	Units	Parks & Recreation EAUs	Parks & Recreation EAU Totals	Parks & Recreation EAU Percent	Parks & Recreation Allocation	Parks & Recreation Assessment/Unit
Total Gateway Residential Parcels	4,881	1	4,881.00	99.00%	$2,561,215	$524.73
Total Gateway Commercial Parcels	185	0.15	27.75	0.56%	$14,561	$78.71
Arborwood	143	0.15	21.45	0.44%	$11,255	$78.71
Daniels Parkway Apts. (Future)	0	0.15	0.00	0.00%	$0	$0.00
	5,209		4,930	100.00%	$2,587,032	

Source: O&M Methodology Report and Assessment Consultant

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Table 14 – Administration Series 2026 Bonds Par Debt by Land Use Type

Product Type	Units	Administration EAUs	Administration EAU Totals	Administration EAU Percent	Administration Allocation	Administration Allocation/Unit
Total Gateway Residential Parcels	5,024	1	5,024	96.12%	$61,325	$12.21
Total Gateway Commercial Parcels	185	1	185	3.54%	$2,258	$12.21
Gateway Golf Course	18	1	18	0.34%	$220	$12.21
			5,227	100.00%	$63,803	

Source: O&M Methodology Report and Assessment Consultant

Bond Requirements

The District intends to finance the net CIP amount shown in Table 10 above by issuing the Series 2026 Bonds. A number of items comprise the final par bond requirements, including but not limited to paying capitalized interest, funding a debt service reserve account, paying the underwriter's discount/placement agent's fee, and paying issuance costs. For purposes of this 2026 SSAMR, allowances have been made for such items in order to determine the par debt lien for each property benefitting from the financing of a portion of the Series 2026 Project. Table 15 on the next page shows the Underwriter/Placement Agent's estimated sources and uses of funds for the Series 2026 Bonds.

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Table 15 – Series 2026 Bonds Sources and Uses of Funds (Gateway Assessment Area)

Average Coupon Interest Rate:	4.96%
Term:	20 Years
Capitalized Interest Term:	To 11/1/2027
Debt Service Reserve Fund Term:	25% of MADS
Underwriter Discount:	1.50%
Maximum Annual Debt Service:	$633,387.50
Sources	
Par Amount	$8,010,000.00
Original Issue Discount	-$132,949.75
	$7,877,050.25
Uses	
Project Fund	6,890,463.00
Debt Service Reserve Fund @ 25	158,346.88
Capitalized Interest to 11/01/27	379,622.36
Underwriter's Discount	120,150.00
Cost of Issuance	239,930.00
Rating Agency	30,000.00
Bond Insurance	51,971.01
Surety Bond	4,354.54
Rounding	2,212.46
Check:	$7,877,050.25

Source: MBS Capital Markets, Inc. ("Underwriter/Placement Agent") and Assessment Consultant

Table 16 on the next page aggregates the net CIP cost allocation shown in Table 11 through Table 14 above by product type, and Table 17 on the next page applies the resulting percentage allocation to the Series 2026 Bonds Par Amount and Maximum Annual Debt Service ("MADS") to determine the Par Debt and estimated annual assessment for each product type within the Gateway Assessment Area.

DRAFT

Table 16 – Gateway Assessment Area Aggregate Series 2026 Bonds Net CIP by Product Type

Product Type	Units	Administration	Water Management	Roadways	Parks & Recreation	Total CIP by Product Type	Total CIP Allocation/Unit
Single Family	3,991	$48,716	$34,942	$2,555,093	$2,094,204	$4,732,956	$1,186
Multi Family	890	$10,864	$4,114	$290,635	$467,011	$772,624	$868
Arborwood	143	$1,746	$1,252	$91,551	$11,255	$105,804	$740
Golf Course	1	$220	$3,024	$43,676	$0	$46,919	$46,919
Gateway Commercial	185	$2,258	$8,749	$1,206,592	$14,561	$1,232,160	$6,660
		$63,803	$52,081	$4,187,547	$2,587,032	$6,890,463	

Source: Assessment Consultant

Table 17 – Gateway Assessment Area Series 2026 Bonds Par Debt and Maximum Annual Debt Service by Product Type

Product Type	Units	Total CIP by Product Type	CIP Allocation Percent	Par Amount Allocation	Par Amount Allocation/Unit	MADS Allocation	MADS/Unit
Single Family	3,991	$4,732,956	68.69%	$5,410,627.54	$1,355.71	$435,064.36	$109.01
Multi Family	890	$772,624	11.21%	$883,249.51	$992.42	$71,021.41	$79.80
Arborwood	143	$105,804	1.54%	$120,952.71	$845.82	$9,725.71	$68.01
Golf Course	1	$46,919	0.68%	$53,637.45	$53,637.45	$4,312.95	$4,312.95
Gateway Commercial	185	$1,232,160	17.88%	$1,408,583.04	$7,613.96	$113,263.07	$612.23
		$6,890,463	100.00%	$7,877,050.25		$633,387.50	

[1] – See Appendix A Assessment Roll for parcel-specific detail (to be provided upon finalization of parcel-level data).
Source: Underwriter/Placement Agent and Assessment Consultant

The Series 2026 Bonds Par Debt amounts shown in Table 17 above represent the special and peculiar benefit each property within the Gateway Assessment Area receives as a logical connection from the systems and services of the Series 2026 Project. The Series 2026 Bonds par debt amounts are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed, and they are measured with mathematical certainty using professionally acceptable measuring guidelines, are consistent with the Master Methodology, and do not exceed the maximum applicable Assessments levied in the Gateway Assessment Area.

DRAFT

5.0 Covenant to Pay

All par debt amounts levied run with the land. The owner of record at the time the Series 2026 Bonds are issued and the annual assessment roll is developed will have the responsibility to make the associated annual debt service assessment payments for the levied and imposed assessments.

6.0 Methodology Use

This 2026 SSAMR provides the mathematical calculation to determine the par debt allocation related to the Series 2026 Bonds and the Series 2026 Project within the Gateway Assessment Area by product type and land use applying the Master Methodology.

7.0 Assessment Roll

The Series 2026 Assessment Roll for the Gateway Assessment Area, reflecting the Par Debt and annual assessment for each platted unit and parcel consistent with the product type allocations shown in Table 17 above, is shown in Appendix A starting on the next page.

DRAFT

(The remainder of this page intentionally left blank)

APPENDIX A

[Series 2026 Assessment Roll for the Gateway Assessment Area – to be provided upon finalization of assessments to be levied.]

DRAFT

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.B**

Update on Financing of 2026 Bond Projects - Financing and Approval of Pinnacle Financial Partners, d/b/a Synovus Bank, Term Sheet

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Review and approve Term Sheet from Pinnacle Financial Partners, d/b/a Synovus Bank and authorize District Staff, MBS Capital Markets, LLC, District Counsel, Bond Counsel to proceed with the proposed 2026 Bond Series, including the preparation of necessary documents, to bring back to the Board for approval.

Why the action is necessary:

To approve the Term Sheet for the borrowing and provide direction for the 2026 Bond Series borrowing.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Laura LeRoy

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Attachments:

1. Pinnacle Gateway Services CDD Final Term Sheet .pdf
2. First Horizon Term Sheet Gateway RFP 8-28-2026.1.pdf
3. Timetable_Gateway_2026_updated_08132026.pdf

Financial Impact:

$8,285,000

6. **Alternative Action**:

Do nothing.

7. **Staff Recommendations**:

Approve the bank offering Term Sheet, authorize execution as appropriate and proceed with the timetable as attached.

August 27, 2026

Gateway Services Community Development District
MBS Capital Markets LLC
1902 S. MacDill Ave.
Tampa, FL 33629

Pinnacle Financial Partners, d/b/a Synovus Bank is pleased to have the opportunity to consider your loan request on behalf of Gateway Services Community Development District.

Borrower:	Gateway Services Community Development District (The "District")
Loan Amount & Type:	Not to exceed $8,285,000.00. The Loan will be bank-qualified and tax-exempt. It is anticipated to close by no later than October 5th, 2026.
Purpose:	To finance the cost of the "2026 Project" as described in the provided RFP.
Maturity Date:	5/1/2046
Security:	The Series 2026 Loan will be secured by the 2026 Special Assessments being levied on approximately 5,017 residential units, 183 non-residential parcels and a golf course within 2026 Gateway Assessment Area, (the "2026 Assessment Area").
Repayment:	Principal will be payable annually on May 1 beginning May 1, 2027. Interest will be payable semi-annually on each May 1 and November 1, beginning November 1, 2026. Final payment schedule subject to Bank's satisfactory review.
Interest Rate:	The interest rate will be a tax-exempt fixed rate of 4.80% for the term of the loan, provided the loan is closed by October 5, 2026 (calculated based on a 30-day month and a 360-day year). In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing and will include 79 percent of the then prevailing Twenty (20) Year SOFR SWAP Rate plus 163 basis points with a floor of 4.80%.
Banking Relationship:	The District shall be required to open the account(s) with Pinnacle Bank d/b/a Synovus Bank on or before the closing of the Loan. The District shall establish and maintain an initial depository relationship with average balances of approximately $4,000,000.00 by November 5, 2026, and shall transition its General Fund Account(s) to Pinnacle Bank d/b/a Synovus Bank no later than December 31, 2026.

The District shall maintain, for so long as the Loan is outstanding, the aforementioned banking services with the Bank, provided that the Bank's fees for such banking services remain reasonably comparable to then-current market rates for similar services provided to comparable organizations located in geographic areas similar to those of the Borrower.

Please see the attached preliminary General Fund Banking Services Proposal. We have also included a proposal for the District's Investment Account. It is our hope that the District will find both proposals competitive and elect to move its Investment Account in addition to the depository and General Fund banking relationship described above.

Pre-payment: There will be a 5-year no-call period. Thereafter, the Loan will be pre-payable at par. The only permissible exception will be pre-payments as a result of pre-paid assessments.

Upon any optional partial redemption (other than mandatory sinking fund redemptions), the District shall cause to be recalculated and delivered to the Trustee and the Bank a revised mandatory sinking fund schedule recalculated so as to re-amortize the remaining sinking fund installments after giving effect to such redemption in substantially equal annual installments of principal and interest over the remaining term of the loan.

Event of Default: Upon an event of default, the Bank may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise. The default rate will be 3% above the note rate.

Bank Fees: Bank fees including its Counsel review shall not exceed $15,000. The Bank's Counsel will be Michael Wiener at Holland & Knight LLP.

Covenants:

1) Audited Annual Financials within 270 days of fiscal year end and the District Budget within 60 days of adoption shall be provided to the Bank by the Borrower.

2) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank.

3) Borrower will comply with the terms of the Assessment Proceedings and will covenant to levy assessments sufficient to pay debt service on the Series 2026 Note, subject to the limitation of maximum assessment levels in the assessment proceedings. The assessments will be collected pursuant to the uniform method of collection.

4) Borrower will do all things required to be eligible to receive each of the sources of Pledged Revenues and will diligently enforce its right to receive the Pledged Revenue and to remain as a community development district.

5) The District agrees to take such actions as may be required by Treasury regulations to maintain the status of the loan as a tax-exempt obligation. In the event the loan is not considered Tax Exempt as a result of any action or inaction of the District, the Bank reserves the right to increase the interest rate to the taxable rate equivalent (together with retroactive interest, penalties and other fees and costs associated therewith). In the event the loan loses its status as a "bank qualified" obligation under Section 265(b)(3) of the Internal Revenue Code due to any action or inaction of the District, the interest rate shall be adjusted to reflect the loss of such bank qualified status.

6) The Borrower shall not issue or incur any additional obligations secured by the revenues pledged to the Series 2026 Loan without the written consent of the Bank.

7) The Borrower shall within five business days notify the Bank in writing of an event of default or any condition, event, or act that, with the passage of time, the giving of notice, or both, would constitute an event of default under the Loan Agreement.

Conditions to Closing:

1) Formal approval and authorization from the District.

2) Loan documents to be satisfactorily reviewed and approved by Bank's Counsel.

3) Delivery of an approving opinion of Bond Counsel to the effect that (a) the interest on the Loan is excluded from gross income for federal income tax purposes under existing law, and (b) the Loan qualifies as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code.

4) No material and adverse changes shall have occurred in the financial condition of the District.

5)The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower while processing the loan request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed loan.

Pinnacle Financial Partners, d/b/a Synovus Bank appreciates the opportunity to submit this Proposal and we look forward to your response. Please understand that this letter is not a formal commitment to extend a loan by the Lender, or any of its affiliates, but is merely intended for discussion purposes only in order to provide you with the basic terms and conditions of our proposal, which are outlined above. These proposed terms and conditions are presented for the exclusive use of the parties to this letter and may not be forwarded or disclosed to others without the express written consent of Synovus (including to any other potential lenders). These terms are valid for discussion for a term of 30 days. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



_____

Noel M. Daluise
Senior Vice President
Government, Education and Utilities
954-682-8781
noeldaluise@synovus.com

FIRST HORIZON

August 28, 2026

MBS Capital Markets LLC
Gateway Services Community Development District
1005 Bradford Way
Kingston, TN 37763

Dear Rhonda Mossing:

I am pleased to present you with the term sheet for the construction of the 2026 Project for Gateway Services Community Development District. We value the longstanding relationship and are excited about the new expansion. Summarized below are the basic terms and conditions to meet the financing needs (the "Loan"). This letter is for discussion purposes only and does not constitute a commitment from First Horizon Bank. This proposal is subject to successful completion of our credit approval process and the execution of documentation satisfactory to the Lender.

Lender:	First Horizon Bank ("Lender") First Horizon TE1, LLC a subsidiary of First Horizon Bank (the interest rate will be tax-exempt and will be held in the Bank's subsidiary First Horizon TE1, LLC)
Borrower:	Gateway Services Community Development District ("Borrower")
Loan Amounts:	Up to $8,360,000
Credit Description:	A loan facility (the "Draw/Term Loan") to finance the Series 2026 Project in an aggregate principal amount not to exceed $8.36 million. On or before the Draw Deadline, the sum of all Advances will be converted into an amortizing term loan and repaid as provided herein (the "Conversion Date").
Use of Proceeds:	Advances under the Draw/Term Loan shall be used to construct the Series 2026 Projects for the Gateway Services Community Development District (the "Project").
Commitment Fee:	$5,000
Interest Rate:	Fixed rate of 4.98%. This rate is good through 10/5/2026
Tax Exempt Status:	The interest rate quoted in this commitment is based on the Borrower under this commitment being qualified for tax-exempt financing. A change in this status that impacts the ability of the Bank to treat the interest earned from this loan as tax exempt will allow the Bank to recalculate the interest rate. A change in applicable tax laws may cause this rate to change.
Repayment Terms:	Payments will be interest only semiannually (May 1st and Nov 1st) through Nov. 1st, 2027. There after the interest payment will continue to be paid

	semiannually along with annual principal payment on May 1st, 2028, the Conversion Date, through May 1st, 2047. Interest will be calculated on the basis of a 360-day year comprised of twelve thirty-day months.
Security:	The Series 2026 Bond will be equally and ratably secured under the 2026 Indenture by a lien upon and pledge of the revenues derived from the collection of non-ad valorem special assessments (the "2026 Special Assessments") to be levied upon certain lands within the District specially benefited by the 2026 Project (as hereinafter defined) (the "2026 Pledged Revenues"), and the Funds and Accounts under the 2026 Indenture.
Documentation:	The Credit Facility, as well as the Collateral and therefore, shall be evidenced and secured by a final Loan Agreement as well as promissory notes, collateral documents and other documents, all in form and substance satisfactory to Lender and containing such conditions, representations, warranties, covenants, indemnities, events of default and remedies as are customary for Lender's transactions of this type (collectively, the "Loan Documents"). Lender shall have received certified charter documents and good standing certificates of a recent date for the Borrower. Borrower shall have obtained all orders, consents, approvals and other authorizations and shall have made all filings and other notifications (governmental or otherwise) required for the consummation of the Credit Facility and the transactions contemplated in connection therewith. All corporate proceedings and other legal matters in connection with the authorization, legality, validity, and enforceability of the Loan Documents shall be satisfactory to Lender. Lender shall have received such other documents, certificates, approvals or filings as Lender may reasonably request.
Prepayments:	The Credit Facility may be prepaid in whole or in part at any time at the Borrower's discretion, without penalty or premium.
Deposit Accounts:	Borrower agrees to maintain its primary deposit accounts with Lender so long as the Credit Facility is outstanding.
Reporting:	Annually, within (270) days of year end Annual Audited Financial Statements Annually, Fiscal Year Approved Budget
Loan Covenants:	The System will be required to maintain rate covenant that requires net revenues to be at least 100% of the debt service requirements for that fiscal year.

As of August 28, 2026, a basic summary of the terms and conditions is for discussion purposes only. Should the request be modified, additional conditions may be required. If you have any questions or wish to discuss any of the terms and conditions, please telephone me at (239) 246-3430.

Sincerely,

Joseph Janoschka
SVP, Commercial Banking
joe.janoschka@firsthorizon.com

MBS CAPITAL MARKETS, LLC

GATEWAY SERVICES
COMMUNITY DEVELOPMENT DISTRICT
(Lee County, Florida)
Special Assessment Bonds, Series 2026
(Gateway Assessment Area)

Financing Timetable – Public Offering
August 13, 2026

Date or Week	Event	Responsible Party
8/14/2026	Revised Term Sheets due from Banks Preparation of analysis of bank placement vs. public offering for 8/21/2026 Call	UW
8/20/2026	**Board Meeting** • Board considers revised IBA with MBS/RJ	B/UW
8/21/2026	Call w/ Financing Team to discuss Public Offering of Bonds	ALL
Week of 8/24/2026	Submit Credit Package to S&P for Bond Rating and AGM for Insurance	UW
8/26/2026	Agenda Deadline for Documents for 9/3/26 Board Meeting	ALL
Thursday, 9/3/2026	**Board Meeting** • Draft 2nd Supplemental Engineer's Report • Draft 2nd Supplemental Assessment Methodology Report • Update on Financing of 2026 Project	E AC UW
Thursday, 9/17/2026	**Board Meeting (Cancelled)**	
Week of 9/21/2026	Receive Credit Rating for Bonds from S&P (3 weeks) Receive Commitment from AGM for Bond Insurance and DSRF Surety Bond	UW
9/24/2026	Agenda Deadline for Documents for 10/1/26 Board Meeting	ALL
Thursday, 10/1/2026	**Board Meeting** • Board approves Delegation Resolution, including: 1. Preliminary Offering Memorandum 2. Third Supplemental Trust Indenture 3. Continuing Disclosure Agreement 4. Bond Purchase Agreement • Approve Final 2nd Supplemental Engineer's Report • Approve Final 2nd Supplemental Assessment Methodology Report	BC BC BC UC UC E AC
Week of 10/5/2026	Post PLOM and begin Marketing of Bonds	UC, UW
Week of 10/19/2026	Price Bonds	UW

Week of 10/26/2026	Pre-closing on Bonds, sign all documents	B, BC
Thursday, 10/29/2026	**Bond Closing**	UW, T, BC

FINANCING TEAM

Key	Description	Company	Contact
B	Board of Supervisors	Gateway Services CCD	Chelsea O'Riley, District Manager Laura LeRoy, Asst. District Manager
DC	District Counsel	Woodward, Pires & Lombardo, P.A.	Anthony Pires Zach Lombardo
BC	Bond Counsel	Squire, Sanders & Dempsey (US) LLP	Pedro Hernandez
PA	Underwriter/Placement Agent	MBS Capital Markets LLC	Rhonda Mossing Ed Bulleit Kendall Hahn
DA	District Administration	Inframark	Stephen Bloom Sonia Rowley Elizabeth Moore
AC	Assessment Consultant	Real Estate Econometrics, Inc.	Russ Weyer
E	District Engineer	Tetra Tech	Alfred (Fred) Mittl, PE Steven Agapi
T	Trustee	Regions Bank	Janet Ricardo
TC	Trustee's Counsel	Greenberg Traurig P.A.	Warren Bloom
UC	Underwriter's Counsel	Squire, Sanders & Dempsey (US) LLP	Pedro Hernandez
RA	Rating Agency	S&P	Michelle Smithen Alfredo Gonzalez Jennifer Boyd
BI	Bond Insurer	AGM	Maria Sazon

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.C**

Lee County Public Hearing Notice - Alessio Air Commerce Park

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Information only

2. **Agenda**: ADMINISTRATIVE AGENDA ITEMS

3. **Requirement/Purpose**: Informational Items

4. **Submitter of Information**: Georgia Johnson

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5. **Background**:

Notice received from Lee County Community Development regarding Alessio Air Commerce Park and a public hearing on 9/10/26 in the Hearing Examiner's Meeting Room, 1500 Monroe St., Fort Myers.

Attachments:

1. Lee County - Notice to Surrounding Property Owners-Alessio Air Commerce Park.pdf

Financial Impact:

N/A

6. **Alternative Action**:

N/A

Lee County Community Development

NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER:	DCI2026-00007
CASE NAME:	Alessio Air Commerce Park
REQUEST:	Request to rezone 20.64± acres from Mixed-Use Planned Development (MPD) to MPD.
LOCATION:	12891 Commerce Lakes Dr, Lee County, FL; Gateway/Airport Planning District.
PROPERTY OWNER:	Alessio Holdings FL, LLC.
LEE COUNTY PLANNER:	Direct inquiries to, MarySue Groth, at (239) 533-8335, at the Department of Community Development, 1500 Monroe St., Ft. Myers, FL 33901.
PROPERTY OWNER'S REPRESENTATIVE:	Cindy Leal Brizuela EnSite, Inc. (239) 226-0024

Notice is hereby given that the Lee County Hearing Examiner will hold a public hearing at 1:00 pm on 9/10/2026 on the above case. The public hearing will be held in the Hearing Examiner's Meeting Room, 1500 Monroe St., Ft. Myers, FL 33901.

You must appear in person, or through counsel, or an authorized agent and provide testimony, legal argument or other evidence at the hearing to become a participant with the right to address the Board of County Commissioners.

After the Hearing Examiner has made a written recommendation, the case will be scheduled for a public hearing before the Board of County Commissioners who will review the recommendation and make a final decision.

If you did not appear before the Hearing Examiner or otherwise become a participant for that case in which you wish to testify, the law does not permit you to address the Board of County Commissioners. Any document that a participant of record intends to submit to the BoCC during the Board Zoning Hearing must be submitted as an exhibit as part of the record in the hearing before the Hearing Examiner. If the document is not submitted and is not relevant new evidence that was not known or could not have been reasonably discovered by the participant at the time of the hearing before the Hearing Examiner, then the document may not be submitted to the Board.

Copies of the staff report will ~~be av~~available two weeks prior to the hearing. The electronic file may be reviewed at the Lee County Zoning Section, 1500 Monroe St., Fort Myers, FL 33901. You may also view and track this zoning case online, through eConnect at https://aca.leegov.com. Call (239) 533-8585 for additional information.

Lee County will not discriminate against individuals with disabilities. To request an accommodation, contact the ADA Coordinator, Ranice Monroe, at (239) 533-0255, Florida Relay Service 711, or ADArequests@leegov.com, at least five business days in advance.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Section

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 12.A**

FPL's Orange River Puma Project Update

1. **Requested Motion**: **Meeting Date**: September 3, 2026

2. **Agenda**: DISTRICT MANAGER ITEMS

3. **Requirement/Purpose**: Administrative Agenda Items

4. **Submitter of Information**: Georgia Johnson

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5. **Background**:

- Scheduled meeting with Hampton Park FPL Committee Representatives.
- Compiling questions to submit to FPL in advance of the tentative September Presentation (one meeting)
- Still have not received confirmation from FPL for Consent Agreement

Attachments:

1. FPL letter.pdf
2. Response from Cameron Crenshaw.pdf
3. 2026.08.20 FPL email thread.pdf

GATEWAY
SERVICES CDD

August 21, 2026

Cameron Crenshaw
Florida Power & Light Company
Corporate Real Estate Manager
Attn: Transmission Right-of-Way Management

RE: Request for Transmission Tower Information, Visual Design Plan, Easement Survey, and Vegetation Management Coordination

Dear Cameron:

The Gateway Services Community Development District (GSCDD) requests additional information regarding the proposed transmission infrastructure improvements and associated vegetation management activities within the FPL easement located in Gateway. This information is needed so the District can evaluate the proposed work, understand its potential community impacts, and communicate with the Gateway Community.

1. Proposed Transmission Tower and Easement Information

- New transmission tower dimensions and specifications;
- A current easement survey and associated plans depicting the easement boundaries and proposed tower locations; and
- A copy of FPL's visual design plan, including available renderings, simulations, or other materials illustrating the anticipated appearance of the proposed transmission facilities within the project area.

2. Vegetation Management Within the FPL Easement

The District requests that trimming and pruning within the Gateway FPL easement be limited to only what is necessary to comply with applicable North American Electric Reliability Corporation (NERC) standards. Vegetation management should preserve existing tree heights, canopy coverage, and vegetation to the maximum extent possible. The District understands the minimum vegetation clearance distance for a 500 kV line to be seven (7) feet and requests that FPL use selective, targeted trimming and pruning to maintain the required clearance while minimizing impacts to existing vegetation.

3. No Clear Cutting

The District requests that no clear cutting occur within the easement. Vegetation management should use selective trimming and pruning methods designed to preserve mature trees, native vegetation, and the existing character of the Gateway community to the greatest extent possible while meeting applicable safety and reliability requirements.

Please provide the requested information and an opportunity for the District to review and discuss the proposed tower design, locations, easement limits, visual design plan, and vegetation management approach before any significant vegetation removal begins. We appreciate FPL's cooperation and look forward to coordinating on a solution that protects system reliability while preserving the community's existing landscape.

4. Request for a Town Hall/Community Meeting

The District requests FPL provide a Town Hall/Community Meeting hosted by GSCDD to educate the community on the proposed project and impacts to the community.

Sincerely,

Chelsea O'Riley

Chelsea O'Riley, MPA, CFM, CDM
District Manager

Laura LeRoy

From: Charlie Smith <charliesmith7754@gmail.com>
Sent: Saturday, August 22, 2026 1:42 PM
To: Crenshaw, Cameron
Cc: Chelsea O'Riley; SharedMailbox, OrangeRiverPumaProject; Avery Dimmig; Teresa Nelson; Terry Nelson; Paul Flores; Laura LeRoy
Subject: Re: [EXTERNAL] GSCDD Request

Thanks Chelsea
On Fri, Aug 21, 2026 at 5:18 PM Crenshaw, Cameron <Cameron.Crenshaw@fpl.com> wrote:

> We understand the CDD's position and, as we have already communicated to you, we will be in touch.
>
> **Cameron Crenshaw**
>
> Florida Power & Light Company
>
> Corporate Real Estate Manager
>
> Western Region
>
> Cameron.Crenshaw@fpl.com
>
> 
>
>
> **From:** Chelsea O'Riley <chelsea.oriley@gatewaydistrict.org>
> **Sent:** Friday, August 21, 2026 3:02 PM
> **To:** Crenshaw, Cameron <Cameron.Crenshaw@fpl.com>; SharedMailbox, OrangeRiverPumaProject <OrangeRiverPumaProject.SharedMailbox@nexteraenergy.com>
> **Cc:** Avery Dimmig <avery.dimmig@verizon.net>; Teresa Nelson <tdbbonita@aol.com>; Terry Nelson <tscnelson@aol.com>; Charlie Smith <charliesmith7754@gmail.com>; Paul Flores <paul.flores@gatewaydistrict.org>; Laura LeRoy <laura.leroy@gatewaydistrict.org>
> **Subject:** GSCDD Request

Good Afternoon,

On behalf of the Board of Supervisors for the Gateway Services Community Development District, please see attached.

Best,

Chelsea O'Riley, MPA, CDM, CFM | *District Manager*

GATEWAY
SERVICES CDD

Gateway Services Community Development District

11922 Fairway Lakes Drive, Suite 1, Fort Myers, FL 33913 | gatewaydistrict.org

P: **239.561.1313 ext. 212** | E: chelsea.oriley@gatewaydistrict.org

SeeClickFix |



Receive updates from Gateway Services Community Development District by subscribing to our newsletter

Please Note: Florida has very broad public records laws. Most written communications to and from Gateway Services CDD officials regarding District business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

Georgia Johnson

From: Chelsea O'Riley
Sent: Thursday, August 27, 2026 8:26 AM
To: Georgia Johnson
Subject: FW: [EXTERNAL] Gateway Services CDD - Request for Public Meeting

Add to FPL agenda item update please

Best,

Chelsea O'Riley, MPA, CDM, CFM | *District Manager*

GATEWAY
SERVICES CDD

Gateway Services Community Development District
11922 Fairway Lakes Drive, Suite 1, Fort Myers, FL 33913 | gatewaydistrict.org
P: **239.561.1313 ext. 212** | E: chelsea.oriley@gatewaydistrict.org

SeeClickFix |

Receive updates from Gateway Services Community Development District by subscribing to our newsletter

Please Note: Florida has very broad public records laws. Most written communications to and from Gateway Services CDD officials regarding District business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: SharedMailbox, OrangeRiverPumaProject <OrangeRiverPumaProject.SharedMailbox@nexteraenergy.com>
Sent: Thursday, August 20, 2026 9:17 AM
To: Miller, Charlotte <Charlotte.R.Miller@fpl.com>; Chelsea O'Riley <chelsea.oriley@gatewaydistrict.org>; Crenshaw, Cameron <Cameron.Crenshaw@fpl.com>; Lutz, Joe <Joe.Lutz@fpl.com>; King, Michelle <Michelle.King@fpl.com>
Cc: Avery Dimmig <avery.dimmig@verizon.net>; Teresa Nelson <tdbbonita@aol.com>; Charlie Smith <charliesmith7754@gmail.com>
Subject: Re: [EXTERNAL] Gateway Services CDD - Request for Public Meeting

Good morning Chelsea,

We have heard from residents and understand the importance of planned vegetation maintenance, which is why we are factoring that into our final designs. We are working to minimize impacts while also ensuring this project delivers safe, reliable electricity when completed.

As we shared previously, we want to ensure residents know exactly what to expect and that we are not prematurely sharing engineering details. That's why the project exhibit we're working toward completing for early next month will provide an accurate representation of this project.

We will remain in touch with you as details progress.

Thank you,

Michelle King

Project Manager

From: Miller, Charlotte <Charlotte.R.Miller@fpl.com>
Sent: Friday, August 14, 2026 2:55 PM
To: Chelsea O'Riley <chelsea.oriley@gatewaydistrict.org>; Crenshaw, Cameron <Cameron.Crenshaw@fpl.com>; Lutz, Joe <Joe.Lutz@fpl.com>; King, Michelle <Michelle.King@fpl.com>; SharedMailbox, OrangeRiverPumaProject <OrangeRiverPumaProject.SharedMailbox@nexteraenergy.com>
Cc: Avery Dimmig <avery.dimmig@verizon.net>; Teresa Nelson <tdbbonita@aol.com>; Charlie Smith <charliesmith7754@gmail.com>
Subject: Re: [EXTERNAL] Gateway Services CDD - Request for Public Meeting

Hi Chelsea,

I'll defer to our Power Delivery team through the Shared Mailbox for answers to your requests.

Have a good weekend.

Charlotte

Get Outlook for iOS

From: Chelsea O'Riley <chelsea.oriley@gatewaydistrict.org>
Sent: Friday, 14 August 2026 11:27:13
To: Miller, Charlotte <Charlotte.R.Miller@fpl.com>; Crenshaw, Cameron <Cameron.Crenshaw@fpl.com>; Lutz, Joe <Joe.Lutz@fpl.com>; King, Michelle <Michelle.King@fpl.com>; SharedMailbox, OrangeRiverPumaProject <OrangeRiverPumaProject.SharedMailbox@nexteraenergy.com>
Cc: Avery Dimmig <avery.dimmig@verizon.net>; Teresa Nelson <tdbbonita@aol.com>; Charlie Smith <charliesmith7754@gmail.com>
Subject: RE: [EXTERNAL] Gateway Services CDD - Request for Public Meeting

Good Morning Charlotte,

I appreciate the quick response. GSCDD would like to have these open dialogues PRIOR to final design.

In the interim while we work on scheduling a Town Hall meeting, would you be able to provide us with the following information:

- Approximate height and span of each of the transmission mains as part of the Orange-River Puma Line Project
- Location/Spacing of each of the masts

Again we understand the project is coming and are not trying to stop it. We are just trying to minimize the impacts to our residents with regards to the vegetation clearing/management.

While you're working on answering the above questions, please do a quick google search of 11030 Palm Beach Boulevard, Fort Myers, FL. 33905 THEN lets have a chat about vegetation clearing.

Best,

Chelsea O'Riley, MPA, CDM, CFM | *District Manager*

GATEWAY
SERVICES CDD

Gateway Services Community Development District

11922 Fairway Lakes Drive, Suite 1, Fort Myers, FL 33913 | gatewaydistrict.org

P: **239.561.1313 ext. 212** | E: chelsea.oriley@gatewaydistrict.org

SeeClickFix |

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Please Note: Florida has very broad public records laws. Most written communications to and from Gateway Services CDD officials regarding District business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Miller, Charlotte <Charlotte.R.Miller@fpl.com>
Sent: Wednesday, August 12, 2026 3:34 PM
To: Chelsea O'Riley <chelsea.oriley@gatewaydistrict.org>; Crenshaw, Cameron <Cameron.Crenshaw@fpl.com>; Lutz, Joe <Joe.Lutz@fpl.com>; King, Michelle <Michelle.King@fpl.com>; SharedMailbox, OrangeRiverPumaProject <OrangeRiverPumaProject.SharedMailbox@nexteraenergy.com>
Cc: Avery Dimmig <avery.dimmig@verizon.net>; Teresa Nelson <tdbbonita@aol.com>; Charlie Smith <charliesmith7754@gmail.com>; Yoav Diamond Hampton Park VP <yoav.hamptonpark@gmail.com>
Subject: RE: [EXTERNAL] Gateway Services CDD - Request for Public Meeting

Hello Chelsea,

Thank you for your patience with us as we continue to develop our plans for this upcoming reliability project. We have – and continue – to receive feedback from residents in this community that we are taking seriously. We are factoring this input into our final designs and are determining the feasibility to minimize upcoming impacts within our existing easement while also ensuring this project delivers safe, reliable electricity upon completion.

We are preparing a visual design showing what residents can expect with this project and anticipate it being completed in early September. At that time, we will be able to explain what this project means for individual residents. We remain committed to providing this accurate information as soon as it is finalized and can definitively answer the questions we've received.

We understand the importance of information surrounding this project, which is why we want to share exactly what customers can expect. And, after providing more information on the final design, we will be notifying residents well in advance of any upcoming construction activity in their area.

We will be in touch with you as these details become available.

Sincerely,

Charlotte Miller ***Michelle King***

FPL External Affairs Director ***FPL Project Manager***

From: Chelsea O'Riley <chelsea.oriley@gatewaydistrict.org>
Sent: Friday, August 7, 2026 6:50 AM
To: Crenshaw, Cameron <Cameron.Crenshaw@fpl.com>; Lutz, Joe <Joe.Lutz@fpl.com>; King, Michelle <Michelle.King@fpl.com>; SharedMailbox, OrangeRiverPumaProject <OrangeRiverPumaProject.SharedMailbox@nexteraenergy.com>; Miller, Charlotte <Charlotte.R.Miller@fpl.com>
Cc: Avery Dimmig <avery.dimmig@verizon.net>; Teresa Nelson <tdbbonita@aol.com>; Charlie Smith <charliesmith7754@gmail.com>; Yoav Diamond Hampton Park VP <yoav.hamptonpark@gmail.com>
Subject: Gateway Services CDD - Request for Public Meeting

Good Morning!

On behalf of the Board of Supervisors for the Gateway Services Community Development District, we kindly request that FPL provide a public presentation or attend a public meeting hosted by the District to share information regarding the Orange River Puma Line Project.

As the Orange River–Puma Transmission Line Project cuts directly through Gateway, we would like to invite the FPL project team to provide our residents with an overview of the project and its anticipated impacts.

We believe this would be beneficial for everyone involved. It would provide residents with accurate information directly from FPL, help address common questions, and reduce the spread of misinformation or unnecessary concern within the community. We are also happy to help facilitate the meeting by limiting resident questions, if appropriate, so the session remains focused and within your available time. Our goal is simply to give residents an opportunity to hear directly from FPL about the project and what they can expect.

We are happy to work around your schedule and can accommodate a date and time that is most convenient for your team.

Thank you for considering our request. We look forward to hearing from you.

BCC: BOS

Best,

Chelsea O'Riley, MPA, CDM, CFM | *District Manager*

Gateway Services Community Development District

11922 Fairway Lakes Drive, Suite 1, Fort Myers, FL 33913 | gatewaydistrict.org

P: **239.561.1313 ext. 212** | E: chelsea.oriley@gatewaydistrict.org

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Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 14.A**

Agenda Management

1. **Requested Motion**: **Meeting Date**: September 3, 2026

Review the Agenda Management items

Why the action is necessary:

To provide an update to the Board of Supervisors of items that are forthcoming for their review/input.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
FUTURE BOARD BUSINESS	Informational Items	Georgia Johnson

Attachments:

1. 2026.08.27 Agenda Management.pdf

6. **Alternative Action**:

Do nothing.

	Subject	Department	Staff Lead	Subcommittee	Committee	Added Date	BOS Date
	Workshop - October 1, 2026						
1	Parks & Recreations Guidelines	Public Works	Paul/Randy/Kerry	PRAC 09.01.2026			10.01.2026
	Regular Meeting - October 1, 2026						
1	Board approves Delegation Resolution - 2026 Bond Series	Admin	Chelsea/Laura			08.12.2026	10.01.2026
2	Cayo Pelon Bond Waiver Agreement	Admin	Chelsea/Tony			07.16.2026	10.01.2026
3	Approve Final 2nd Supplemental Engineer's Report	Admin	Chelsea/Laura			08.12.2026	10.01.2026
4	Approve Final 2nd Supplemental Assessment Methodology Report	Admin	Chelsea/Laura			08.12.2026	10.01.2026
5	The Club at Gateway - Pond Bank Repairs	Public Works	Paul/Chelsea			08.13.2026	10.01.2026
6	FPL Transmission Line Project	Admin	Chelsea/Tony			04.02.2026	Continuous
7	Ponds Standard	Public Works	Paul/Randy/Matt	Ponds 06.08.2026	PPAC 09.10.2026		10.01.2026
Items	Future Board Meetings						
	ADMINISTRATION						
	E-Bikes on District Properties	Admin	Chelsea/Paul			06.12.2025	TBD
	FPL Transmission Line Project	Admin	Chelsea/Tony			04.02.2026	Continuous
	Garrett FM FKA Sentosa Bond Reduction	Admin	Chelsea/Tony/Utilities			07.21.2026	TBD
	Employee Longevity Awards	Admin	Chelsea/Georgia			08.18.2026	10.15.2026
	Presidents Council Meeting	Admin	Chelsea/Georgia			08.18.2026	10.27.2026
	DISTRICT ENGINEER						
	Rehab of Water Table Aquifer Irrigation Supply Wells	Utilities	Austin/Bill			08.30.2023	TBD
	High Service Pumps Evaluation	Utilities	Austin/Bill			11.13.2025	TBD
	PUBLIC WORKS/PARKS & RECREATION						
	Parks & Recreations Guidelines	Public Works	Paul/Randy/Kerry	PRAC 09.01.2026			10.15.2026
	Pond 21 - Pelican Preserve	Public Works	Paul/Randy	Ponds 10.12.2026			TBD
	Public Works Maintenance Building	Public Works	Paul/Randy				TBD
	Landscape/Irrigation	Public Works	Paul/Randy/Angelo				TBD
	PRAC FY27 Capital Improvement Projects	Public Works	Randy/Randy/Kerry	PRAC 09.01.2026			TBD
	Sherman Soccer Complex Parking Lot Expansion	Public Works	Paul/Randy				TBD
	Griffin Drive Sidewalk Extension	Public Works	Paul/Randy				TBD
	Treeline Ave Share Use Path	Public Works	Paul/Randy				TBD
	Lake Bank Restoration HMGP - FY27	Public Works	Paul/Randy/Matt				TBD
	UTILITIES						
	FY2025 Valve Insertions	Utilities	Austin/Bill			09.10.2024	TBD
	LEGAL						

District Priorities

Priority	Name	Department	Lead
1	Meter Box Project	Utilities	Bill/Austin
2	Meter Replacement Project	Utilities	Bill/Austin
3	Administration Building and/or Park Improvements	Admin	Chelsea
4	Griffin Drive Sidewalk Extension	Public Works	Chelsea/Paul
5	Public Works Maintenance Building	Admin	Chelsea
6	Sherman Soccer Complex Parking Lot Expansion	Public Works	Chelsea/Paul
7	Treeline Avenue Shared Use Path	Public Works	Chelsea/Paul
8	CCTV Stormwater System	Public Works	Paul
9	Private Development - DD Parkway	Utilities	Bill/Austin
10	CCTV Sanitary Sewer - Repairs	Utilities	Bill/Austin
11	Irrigation System Replacement	Admin	Paul/Chelsea
12	Odor Control Unit - Girl Scout	Utilities	Bill/Austin
13	Irrigation & Force Main Redundancy Project	Utilities	Bill/Austin
14	Staff Development	Admin	Chelsea/Laura
15	Special Events	Public Works	Kerry
16	HMGP - Pond Bank Design - 21 Ponds	Public Works	Tetra Tech/PW

FY 2026 BOARD AND COMMITTEE/SUBCOMMITTEE CALENDAR

Dates and times are subject to change (check website for any meeting updates)

BOS Mtg Date 1st Thursday (if Wksp)-2pm 3rd Thursday - 3pm President's Council-4pm	PPAC Mtg Date (2nd Thursday) 2pm	PRAC Mtg Date (1st Tuesday) 1:30 pm	Landscaping Mtg Date (4th Thursday) 9am	Ponds Mtg Date 2nd Monday, every 2 months - 8:30am	Safety&Security Mtg Date (4th Thursday) 11am
Boardroom, unless otherwise noted	Boardroom, unless otherwise noted	Boardroom, unless otherwise noted	Pelican Conference Rm. 10571 Veneto Dr.	Pelican Conference Rm. 10571 Veneto Dr.	Pelican Conference Rm. 10571 Veneto Dr.
Wksp - 9/3/2026	9/10/2026	9/8/2026	9/24/2026-Canceled		9/24/2026
9/17/2026-Canceled					

FY 2027 BOARD AND COMMITTEE/SUBCOMMITTEE CALENDAR

Dates and times are subject to change (check website for any meeting updates)

BOS Mtg Date 1st Thursday (if Wksp)-2pm 3rd Thursday - 3pm President's Council-4pm	PPAC Mtg Date (2nd Thursday) 2pm	PRAC Mtg Date (1st Tuesday) 1:30 pm	Landscaping Mtg Date (4th Thursday) 9am	Ponds Mtg Date 2nd Monday, every 2 months - 8:30am	Safety&Security Mtg Date (4th Thursday) 11am
Boardroom, unless otherwise noted	Boardroom, unless otherwise noted	Boardroom, unless otherwise noted	Pelican Conference Rm. 10571 Veneto Dr. unless otherwise noted	Pelican Conference Rm. 10571 Veneto Dr.	Pelican Conference Rm. 10571 Veneto Dr.
Wksp & Mtg - 10/1/2026	10/8/2026	10/6/2026	10/22/2026	10/12/2026	10/22/2026
Mtg - 10/15/2026					
PC - 10/27/2026					
Wksp & Mtg - 11/5/2026	11/12/2026	11/3/2026	**11/20/2026-GSCDD		**11/20/2026
Mtg - 11/19/2026					
Wksp & Mtg - 12/3/2026	12/10/2026	12/1/2026	**12/18/2026-GSCDD	*12/7/2026	**12/18/2026
Mtg - 12/17/2026					
Wksp & Mtg - 1/7/2027	1/14/2027	1/5/2027	1/28/2027		1/28/2027
Mtg - 1/21/2027					
Wksp & Mtg - 2/4/2027	2/11/2027	2/2/2027	2/25/2027	2/8/2027	2/25/2027
Mtg - 2/18/2027					
Wksp & Mtg - 3/4/2027	3/11/2027	3/2/2027	3/25/2027		3/25/2027
Mtg - 3/18/2027					
Wksp & Mtg - 4/1/2027	4/8/2027	4/6/2027	4/22/2027	4/12/2027	4/22/2027
Mtg - 4/15/2027					
PC - 4/27/2027					
Wksp & Mtg - 5/6/2027	5/13/2027	5/4/2027	5/27/2027		5/27/2027
Mtg - 5/20/2027					
Wksp & Mtg - 6/3/2027	6/10/2027	6/1/2027	6/24/2027	6/14/2027	6/24/2027
Mtg - 6/17/2027					
Wksp & Mtg - 7/1/2027	7/8/2027	7/6/2027	7/22/2027		7/22/2027
Mtg - 7/15/2027					

Wksp & Mtg - 8/5/2027	8/12/2027	8/3/2027	8/26/2027	8/9/2027	8/26/2027
Mtg - 8/19/2027					
Wksp & Mtg - 9/2/2027	9/9/2027	9/7/2027	9/23/2027		9/23/2027
Mtg - 9/16/2027					

**Thanksgiving 11/26/26
**Christmas Eve 12/24/26

*1st Monday 12/7/26

**Thanksgiving 11/26/26
**Christmas Eve 12/24/26

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To:	Howard
From:	Kari
Date:	1/3/2025
Subject:	Signature approval

Howard,

Attached for your signature is an annual agreement for fire hydrant maintenance and repair. The initial term is for 3-years with 2 optional renewals.

.

Thank you-
Kari

DocuSigned by:
Sue Smith
FINANCE
6314160A44621435...

Bal $93,722

401.30.52.546.4604

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TOWN OF LONGBOAT KEY

AGREEMENT

FOR

IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

This **AGREEMENT** for annual fire hydrant maintenance, repair and replacement services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **R&M Service Solutions, LLC** whose address is 7256 West Port Place., West Palm Beach, Florida 33413 and whose Federal Employer Identification Number is 27-1422665, (hereinafter "Contractor"), as of the latest date appearing on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual fire hydrant maintenance, repair and replacement services testing services in accordance with all applicable local, state, and federal rules; and,

WHEREAS, the Town has solicited for these services via IFB 24-091 Fire Hydrant Maintenance, Repair and Replacement Services, an advertised invitation for bid; and,

WHEREAS, after review and consideration of all responsive bids to IFB 24-091, the Town intends to engage the Contractor to provide the services; and

WHEREAS, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 24-091" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION

2.1 General

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

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Town of Longboat Key
Attention: Accounts Payable
501 Bay Isles Road
Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to

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satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

SECTION 5.0 – INSURANCE

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
Additional Umbrella Liability	$1,000,000	Occurrence / Aggregate
Professional Liability	$1,000,000	Per Claim / Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

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Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

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other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Howard Tipton, Town Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
E-mail: Htipton@longboatkey.org

With a copy to:

Jessie Camburn, Utilities Manager
600 General Harris
Longboat Key, FL 34228
Email: Jcamburn@longboatkey.org

and

Maggie Mooney, Esq.
Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@flgovlaw.com

and

The Town's Procurement Manager via e-mail at Purchasing@longboatkey.org

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As to the Contractor:

Mr. Michael George
7256 West Port Place
West Palm Beach, Fl. 33413
Email: Mgeorge@rmservicesolutions.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this 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 Town and Contractor, who agree that this 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.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

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disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TSHINKLE@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

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SECTION 15.0 - SUBCONTRACTORS

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractors obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 – FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 – TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

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20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

SECTION 22.0 - KEY PERSONNEL

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Michael George, General Manager Cell 352-398-9127

Name: _____

Name: _____

Name: _____

SECTION 23.0 - ANNUAL APPROPRIATIONS

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

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INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

SECTION 26.0 – E-VERIFY

26.1 The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify the Contractor and order Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

ATTEST:
As To R&M Service Solutions, LLC

(Signature)

Penni L Cala, Bid Coordinator
(Print or Type Name)

Date: 01/03/2025

Seal:

CONTRACTOR:
R&M SERVICE SOLUTIONS, LLC

By: _____
(Signature)

Its General Manager
(Title of Authorized Representative)

Michael George
(Print or Type Name)

Date: 01/03/2025

ATTEST:
As to Town of Longboat Key, Florida

DocuSigned by:
Trish Shinkle
Trish Shinkle, Town Clerk

Date: 1/6/2025

Seal: DS

Review of Agreement as to Form

Signed by:
By: R. David Jackson Jr. for
Maggie D. Mooney, Esq., Town Attorney

TOWN
Town of Longboat Key, Florida

DocuSigned by:
By: Howard Tipton
Howard Tipton, Town Manager

Date: 1/6/2025

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R&MSERV-01 MOWERYD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: Dianne Klaus
PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No):
E-MAIL ADDRESS: Dianne.Klaus@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : The Continental Insurance Company	35289
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6042667780	7/21/2024	7/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			6081140945	7/21/2024	7/21/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			7034018351	7/21/2024	7/21/2025	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		6042667794	7/21/2024	7/21/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-24	7/21/2024	7/21/2025	Leased/Rented-Item	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

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

AUTHORIZED REPRESENTATIVE

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Exhibit A

Incorporated by reference the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto.

IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services

				R&M SERVICE SOLUTIONS	
Bid Item #	**Description**	**UoM**	**Est Qty**	**Unit Cost**	**Total Cost**
	Hydrant Services				
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	$110.00	$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	$110.00	$110.00
3	Attach Hydrant ID Tag	Each	1	$15.00	$15.00
4	Install Reflective Road Marker	Each	1	$20.00	$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	$50.00	$50.00
6	Upper Barrel Repair	Each	1	$800.00	$800.00
7	Lower Barrel Repair	Each	1	$1,100.00	$1,100.00
8	Hydrant Extension 6 Inch	Each	1	$900.00	$900.00
9	Hydrant Extension 12 Inch	Each	1	$1,200.00	$1,200.00
10	Hydrant Extension 18 Inch	Each	1	$1,400.00	$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	$10,500.00	$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	$12,000.00	$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	$13,000.00	$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	$16,000.00	$16,000.00
14b	6 inch x 8 inch tee	Each	1	$16,500.00	$16,500.00
14c	6 inch x 10 inch tee	Each	1	$16,750.00	$16,750.00
14d	6 inch x 12 inch tee	Each	1	$16,850.00	$16,850.00
14e	6 inch x 14 inch tee	Each	1	$17,250.00	$17,250.00
14f	6 inch x 16 inch tee	Each	1	$17,500.00	$17,500.00
Install					
	water main .				
15	with 6 inch x 6 inch wet tap	Each	1	$12,500.00	$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	$12,800.00	$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	$13,250.00	$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	$13,750.00	$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	$14,000.00	$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	$14,150.00	$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	$5,000.00	$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	$450.00	$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	$200.00	$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	$400.00	$400.00
	Valve Services				
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	$65.00	$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	$65.00	$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	$65.00	$650.00

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Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work	Each	30	$50.00	$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	$200.00	$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	$450.00	$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	$500.00	$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	$1,550.00	$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	$7,500.00	$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	$8,000.00	$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	$8,000.00	$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	$10,000.00	$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	$14,000.00	$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	$15,000.00	$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	$17,000.00	$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	$17,000.00	$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	$12,250.00	$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	$13,987.00	$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	$16,125.00	$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	$18,500.00	$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	$23,400.00	$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	$48,000.00	$48,000.00
	Required use of DI pipe in lieu of C-900 PVC pipe				
42	6 inch	LF	10	$58.00	$580.00
42a	8 inch	LF	10	$71.00	$710.00
42b	12 inch	LF	10	$91.00	$910.00
42c	14 inch	LF	10	$150.00	$1,500.00
42d	16 inch	LF	10	$150.00	$1,500.00
	Line Stop Services				
43	4 inch line stop (316 SS fitting)	Each	2	$13,250.00	$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	$11,550.00	$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	$14,464.00	$28,928.00
46	6 inch line stop (expoxy fitting)	Each	2	$13,393.00	$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	$14,986.00	$14,986.00
48	8 inch line stop (expoxy fitting)	Each	1	$14,407.00	$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	$16,347.00	$16,347.00
50	10 inch line stop (expoxy fitting)	Each	1	$15,221.00	$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	$15,221.00	$15,221.00
52	14 inch line stop (epozy fitting)	Each	1	$18,354.00	$18,354.00
53	16 inch line stop (epozy fitting)	Each	1	$20,099.00	$20,099.00
	Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only				

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Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	$600.00	$600.00
55	8 inch	Each	1	$750.00	$750.00
56	10 inch	Each	1	$815.00	$815.00
57	12 inch	Each	1	$850.00	$850.00
58	14 inch	Each	1	$2,100.00	$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	$50.00	$250.00
60	4 inch by-pass piping	LF	10	$175.00	$1,750.00
61	6 inch by-pass piping	LF	10	$200.00	$2,000.00
62	Mobilization & Demobilization	LS	1	$1,500.00	$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	$1,500.00	$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	$20.00	$20.00
	Dewatering				
65	Dewatering 0-6"	LF	1	$225.00	$225.00
66	Dewatering 6-12"	LF	1	$350.00	$350.00
67	Dewatering 12-18"	LF	1	$485.00	$485.00
	Misc. Materials				
68	Riprap (sand-cement)	CY	1	$500.00	$500.00
69	Fill	CY	1	$150.00	$150.00
70	#57 rock	CY	1	$150.00	$150.00
71	Shell rock	CY	1	$150.00	$150.00
	Sod Replacement				
72	Bahia	SY	1	$150.00	$150.00
73	St. Augustine	SY	1	$150.00	$150.00
74	Seed & Mulch	SY	1	$150.00	$150.00
75	Water (1,000 gallons)	GAL	1,000	$1.00	$1,000.00
	Miscellaneous Services				
76	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	$650.00	$650.00
77	Compaction	CY	1	$250.00	$250.00
78	Backfill	CY	1	$265.00	$265.00
79	Emergency Call Out Response Time	HRS	1	$1,000.00	$1,000.00
				Total Base Bid	$974,464.00

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Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost	Single Side	Double Sided
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.