



**PRINCIPAL ONE
COMMUNITY DEVELOPMENT
DISTRICT**

**DUVAL COUNTY
REGULAR BOARD MEETING
NOVEMBER 8, 2023
6:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.principalonecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
Clubhouse of IL Villagio
9745 Touchton Road
Jacksonville, Florida 32246
REGULAR BOARD MEETING
November 8, 2023
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items not on the Agenda
- F. Approval of Minutes
 - 1. August 10, 2023 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2023-06 – Adopting a Fiscal Year 2022/2023 Amended Budget.....Page 7
 - 2. Consider Ratification of Solitude Lake Maintenance Agreement.....Page 12
 - 3. Consider Ratification of Greenway Landscape Maintenance Agreement.....Page 26
 - 4. Consider Ratification of Mulch Masters Agreement.....Page 46
 - 5. Discussion Regarding Sidewalk Repair
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

Before the undersigned authority personally appeared Nichol Stringer, who on oath says that she is the Publisher's Representative of the JACKSONVILLE DAILY RECORD, a weekly newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Fiscal Year 2023/2024 Regular Meeting Schedule

in the matter of Principal One Community Development District

in the Court, was published in said newspaper by print in the issues of 9/21/23.

Affiant further says that the JACKSONVILLE DAILY RECORD complies with all legal requirements for publication in Chapter 50, Florida Statutes.

*This notice was published on both jaxdailyrecord.com and floridapublicnotices.com.



Nichol Stringer

Sworn to and subscribed before me this 21st day of September, 2023 by Nichol Stringer who is personally known to me.

RHONDA L. FISHER
Notary Public, State of Florida
My Comm. Expires 09/18/2024
Commission No. HH43586



Seal Notary Public, State of Florida

**PRINCIPAL ONE
COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
REGULAR MEETING
SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Principal One Community Development District will hold Regular Meetings at 6:00 p.m. (unless otherwise noted) at the Clubhouse of IL Villagio, 9745 Touchton Road, Jacksonville, Florida 32246, on the following dates:

- October 4, 2023
- November 8, 2023
- December 6, 2023
- January 3, 2024
- February 7, 2024
- March 6, 2024
- April 3, 2024
- May 1, 2024
- June 5, 2024
- July 10, 2024
- August 7, 2024
- September 4, 2024

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Said meetings may be continued from time to time as stated on the record to a date, time and place certain.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

**PRINCIPAL ONE
COMMUNITY
DEVELOPMENT DISTRICT**
www.principalonecdd.org
Sep. 21 00 (23-06372D)

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
AUGUST 10, 2023**

A. CALL TO ORDER

District Manager Jason Pierman called the August 10, 2023, Regular Board Meeting of the Principal One Community Development District (the “District”) to order at 6:00 p.m. in the Clubhouse of Il Villagio located at 9745 Touchton Road, Jacksonville, Florida 32246.

B. PROOF OF PUBLICATION

Mr. Pierman presented proof of publication that notice of the Regular Board Meeting had been published in the *Jacksonville Daily Record* on July 20, 2023, and July 27, 2023, as legally required.

C. ESTABLISH A QUORUM

Mr. Pierman determined that the attendance of Chairperson Michelle Hepke, Vice Chairman Brian Hepke and Supervisor Victoria Shirk constituted a quorum and it was in order to proceed with the meeting.

Also present was District Manager Jason Pierman of Special District Services, Inc.

Also present were the following District residents:

Cornelia Rait, Keiya Crawford, Donald Uhlmeyer, Ian Ngyen, Kimber Lawrence, Ilona and Doug Macy, Suzette Maymi, Marie and Mary Rogers.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. March 1, 2023, Regular Board Meeting

Mr. Pierman presented the minutes of the March 1, 2023, Regular Board Meeting and asked if there were any changes/corrections.

A **motion** was then made by Ms. Shirk, seconded by Mr. Hepke and passed unanimously approving the minutes of the March 1, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Association's Maintenance Agreement Amendment Request

Mr. Pierman explained that he and the District's attorney had discussions with the Association president trying to come to an agreement, and that the Association had requested that the attached proposal be presented to the Board, despite his caution that the Board would likely not accept it. Per the Association's calculations, they have requested that the CDD contribute \$62,309.31 for landscaping, lake maintenance, irrigation, management and insurance. Reviewing the line items, Mr. Pierman highlighted the following:

- Landscaping – The Association requested \$20,358, based upon their calculations that split out the percentages of ownership. However, the current landscape maintenance company provided a quote to the CDD of \$12,000 to maintain the CDD-owned landscaping.
- Lake Maintenance – As this would be a contract assumption, the requested \$1,961.88 was correct.
- Irrigation – The Association requested \$6,487.44, again based upon the calculation. Given the discrepancy of the landscaping numbers, this amount is likely grossly inflated.
- Management – The Association requested \$27,677.88. Residents are already paying the Association's management fees, regardless of whether or not a maintenance agreement is in place, so this would result in residents paying for the Association's management fee twice. Mr. Pierman noted that he had expressed this concern to the Association multiple times.
- Insurance – The Association requested \$5,824.11. The Association already has insurance in place that residents are funding, that, this too, would be a duplicate bill. Additionally, the CDD has its own insurance already in place.

Following discussion, the Board consensus was to not accept the Association's proposal, and to accept their termination of the maintenance agreement. Mrs. Hepke noted that if the Association wants the CDD to fund water and electric, the Association will need to install separate meters that would be assigned to the CDD. Mr. Hepke noted that the Association has been collecting reserves from residents for the renewal and replacement of the CDD-owned improvements for years, and that those reserves should now be transferred to the CDD, since they were collected from residents for a specific purpose and the CDD is the now the maintaining entity. Mr. Pierman explained that, should an improvement need to be replaced or repaired at a major expense, the CDD could obtain a loan or wait until their reserves were sufficient to fund the project. Discussion ensued regarding the need for the Association to either transfer those funds to the CDD or return them to the residents.

A resident suggested that the CDD and Association share the maintenance responsibility. Mr. Pierman agreed, but explained that he had suggested that, but was told by the Association it was either all or nothing. He further noted that the CDD Board must adopt a budget tonight, and that he was told by the Association to present what they provided, despite his concerns over their proposal.

A **motion** was made by Mr. Hepke, seconded by Mrs. Hepke and unanimously passed accepting the Association's termination of the maintenance agreement, not entertaining their proposal, and to take on maintenance responsibility of the CDD-owned infrastructure themselves. Mr. Pierman noted that staff would contact the appropriate vendors and facilitate agreements to be ratified at the next meeting.

Discussion then ensued regarding the Association’s reserve funds, culminating in a **motion** made by Mr. Hepke, seconded by Ms. Shirk and unanimously passed directing the CDD’s attorney to formally request that reserve funds relating to CDD-owned infrastructure be transferred to the CDD.

Discussion moved on regarding how much should be budgeted for each line item. Mr. Pierman noted that SDS would request a small increase in fees, due to the additional work involved in managing the contracts. The Board agreed on a \$3,000 increase. Following discussion, the following line items were agreed upon:

Landscape Maintenance: \$12,000
Lake Maintenance: \$2,000
Plants/Mulch: \$10,000
Tree Trimming: \$3,000
Reserves: \$5,000
Contingency: \$5,000
Management: \$3,000
Total increase: \$40,000

2. Accept and Receive Annual Engineer’s Report

Mr. Pierman presented the report, noting that the Association had already been formally notified of the needed sidewalk repair.

A **motion** was made by Ms. Shirk, seconded by Mr. Hepke and unanimously passed accepting and receiving the Annual Engineer’s Report, as presented.

3. Discussion Regarding Supervisor Ethics Training Requirement for 2024

Mr. Pierman explained that, beginning in 2024, Board Members would be required to complete four hours of State ethics training each year. More information will be provided closer to the end of the year.

4. Consider Resolution No. 2023-02 – Resetting Public Hearing Date to Adopt Fiscal Year 2023/2024 Final Budget

Resolution No. 2023-02 was presented, entitled:

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2023-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2023/2024 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Shirk, seconded by Mr. Hepke and passed unanimously adopting Resolution No. 2023-02, resetting the Public Hearing date to August 8, 2023, as presented.

5. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule

Resolution No. 2023-03 was presented, entitled:

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Hepke, seconded by Ms. Shirk and passed unanimously adopting Resolution No. 2023-03, as presented.

6. Consider Resolution No. 2023-04 – Adopting a Records Retention Policy

Resolution No. 2023-04 was presented, entitled:

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by Ms. Shirk, seconded by Ms. Hepke and passed unanimously adopting Resolution No. 2023-04, as presented.

Mr. Pierman then recessed the Regular Board Meeting and opened the Public Hearing.

I. PUBLIC HEARING
1. Proof of Publication

Mr. Pierman presented proof of publication that notice of the Public Hearing had been published in the *Jacksonville Daily Record* on July 20, 2023, and July 27, 2023, as legally required.

2. Receive Public Comment on Adopting a Fiscal Year 2023/2024 Final Budget

Discussion ensued regarding the possibility that Association fees would not be reduced by the correlating amount by which CDD assessments were being increased. Residents expressed frustration that the Association Board was not forthcoming in their meetings, and thanked the CDD Board for their willingness to have a dialogue.

3. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2023/2024 Final Budget

Resolution No. 2023-05 was presented, entitled:

RESOLUTION NO. 2023-05

A RESOLUTION OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.

Following discussion, the Board agreed to revise the budget based on their previous conversation, with a total budget increase of \$40,000. Mr. Pierman noted that the changes would result in roughly a \$100 increase in assessments.

A **motion** was made by Ms. Shirk, seconded by Mr. Hepke and passed unanimously adopting Resolution No. 2023-05, as amended.

Mr. Pierman then closed the Public Hearing and reconvened the Regular Board Meeting.

J. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board to submit their Form 1's and noted that the next meeting would be held in November.

K. BOARD MEMBER COMMENTS

There were no further Board Member comments.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Shirk, seconded by Mr. Hepke and unanimously passed adjourning the meeting at 7:19 p.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

RESOLUTION NO. 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Principal One Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 8th day of November, 2023.

ATTEST:

**PRINCIPAL ONE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Principal One
Community Development District

**Amended Final Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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- I **AMENDED FINAL OPERATING FUND BUDGET**
- II **AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
REVENUES			
O & M Assessments	57,771	58,052	58,052
Debt Assessments	230,012	230,014	230,014
Other Revenues	0	0	0
Interest Income	120	4,089	4,039
TOTAL REVENUES	\$ 287,903	\$ 292,155	\$ 292,105
EXPENDITURES			
Engineering/Inspections	2,000	2,000	745
Supervisor Fees	0	0	0
Management	27,096	27,096	27,096
Legal	2,000	7,439	7,439
Assessment Roll	5,000	5,000	5,000
Audit Fees	3,900	3,900	3,900
Insurance	6,000	6,134	6,134
Legal Advertisements	550	800	573
Miscellaneous	825	1,000	889
Postage	200	645	623
Office Supplies	350	590	557
Dues & Subscriptions	175	175	175
Trustee Fee	2,500	2,500	2,500
Continuing Disclosure Fee	300	300	300
Website Management	2,000	2,000	2,000
Contingency	374	374	0
TOTAL EXPENDITURES	\$ 53,270	\$ 59,953	\$ 57,931
REVENUES LESS EXPENDITURES	\$ 234,633	\$ 232,202	\$ 234,174
Bond Payments	(211,611)	(213,860)	(213,860)
BALANCE	\$ 23,022	\$ 18,342	\$ 20,314
County Appraiser & Tax Collector Fee	(11,511)	(9,715)	(9,715)
Discounts For Early Payments	(11,511)	(10,502)	(10,502)
EXCESS/ (SHORTFALL)	\$ -	\$ (1,875)	\$ 97
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (1,875)	\$ 97

FUND BALANCE AS OF 9/30/22
FY 2022/2023 ACTIVITY
FUND BALANCE AS OF 9/30/23

\$97,164
(\$1,875)
\$95,289

AMENDED FINAL BUDGET
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
REVENUES			
Interest Income	25	3,496	3,396
NAV Tax Collection	211,611	213,860	213,860
Total Revenues	\$ 211,636	\$ 217,356	\$ 217,256
EXPENDITURES			
Principal Payments	155,000	155,000	155,000
Interest Payments	55,756	57,888	57,888
Bond Redemption	880	0	0
Total Expenditures	\$ 211,636	\$ 212,888	\$ 212,888
Excess/ (Shortfall)	\$ -	\$ 4,468	\$ 4,368

FUND BALANCE AS OF 9/30/22	\$156,307
FY 2022/2023 ACTIVITY	\$4,468
FUND BALANCE AS OF 9/30/23	\$160,775

Notes

Reserve Fund Balance = \$75,703*. Revenue Fund Balance = \$79,442*

Redemption Fund Balance = \$5,630*.

Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$26,813.

* Approximate Amounts

Series 2016 Bond Refunding Information

Original Par Amount =	\$2,945,000	Annual Principal Payments Due:
Interest Rate =	2.75%	May 1st
Issue Date =	May 2016	Annual Interest Payments Due:
Maturity Date =	May 2035	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$1,950,000	

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
AGREEMENT FOR LAKE MAINTENANCE SERVICES**

THIS AGREEMENT, made and entered into this 16th day of October, 2023, by and between **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**, an independent special district of the State of Florida, with a mailing address of c/o Special District Services, 2501A Burns Road, Palm Beach Gardens, FL 33410 (hereafter referred to as "DISTRICT") and **SOLITUDE LAKE MANAGEMENT, LLC.**, a Virginia limited liability company registered to do business in the State of Florida, with a mailing address at 2844 Crusader Circle, Suite 450, Virginia Beach, VA 23453 (hereafter referred to as "CONTRACTOR").

RECITALS:

WHEREAS, DISTRICT solicited proposals from contractors interested in providing lake maintenance services to DISTRICT (collectively, the "Work"); and

WHEREAS, based on a review of CONTRACTOR's credentials and those certain representations and commitments made by it, and upon which DISTRICT has relied.

NOW THEREFORE, DISTRICT and CONTRACTOR, in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article 1: **Incorporation of Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2: **The Work & Work Assignment**.

A. The Work is generally described as follows:

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT LAKE
MAINTENANCE SERVICES**, as may be further defined in this Agreement
and in the Supplemental Contract Provisions attached as **Exhibit "A"**.

B. The Work will be performed and completed according to the terms of the Agreement

C. CONTRACTOR agrees to undertake and execute the Work assigned to it by DISTRICT.

D. The Work shall be performed in a good substantial and workmanlike manner. CONTRACTOR shall furnish all non-District provided materials and all the tools and labor necessary to properly perform and complete the Work ready for use by DISTRICT in strict accordance with all provisions of this Agreement.

E. CONTRACTOR shall be obligated throughout the Contract Time to provide insurance coverage in accordance with the attached **Exhibit “B”** (Minimum Insurance Coverage). Provision of the minimum insurance coverage provided herein is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract.

G. CONTRACTOR will upon request from DISTRICT confirm that any and all sub-contractors are currently and remain in compliance throughout the term of this Agreement with any applicable requirement of the Contract Documents.

Article 3: Contract Term.

The initial term of this Agreement shall run for a period of one (1) year commencing on **October 1, 2023**(the “Contract Time”). Thereafter, this Agreement shall automatically renew annually on its anniversary unless sooner terminated as provided in Article 11, below. The total contract period shall not exceed three (3) years.

Article 4: Contract Price.

DISTRICT shall pay CONTRACTOR the total sum of **TWO THOUSAND FORTY AND NO/100 DOLLARS (\$2,040.00)** per year for the Work, payable in equal monthly installments of **ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00)**.

Article 5: Payment Procedures.

A. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner’s Agent to whom Contractor may submit Applications for Payment or invoices shall be as follows:

Jason Pierman, District Administrator
Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410
Phone: 561-630-4922 Ext 227
jpierman@sds.org

B. The District will generally pay invoices within 30 days of receipt provided that the invoices are submitted on or before the 1st of each month. If said invoice(s) is not timely submitted, then the invoice(s) will be processed by the District during the next monthly pay period.

A. In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid.

B. In the event of non-renewal or termination, CONTRACTOR shall be paid for all accrued but unpaid services and Reimbursable Expenses through the end of the current

term of the Agreement or the date of termination, as applicable. CONTRACTOR will be entitled to invoice DISTRICT and be paid for all services performed or furnished and all reimbursable expenses incurred through the end of the current term of the Agreement or date of termination, as applicable.

Article 6: Contractor's Representations & Warranties.

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations and warranties:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the RFP and other Bidding Documents.

B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. CONTRACTOR has given DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by DISTRICT is acceptable to CONTRACTOR.

C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

D. CONTRACTOR affirms and warrants to DISTRICT that it and its Sub-Contractors (if any) hold and will maintain current and appropriate certification(s) and/or license(s) for the purpose of performing the Work.

E. [DELETED]

Article 7: Public Entity Crimes.

As provided in Sections 287.132 & 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform any Work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

Article 8. Hold Harmless and Indemnification: The parties hereto agree, to the extent permitted by law, to:

A. Indemnify, save and hold harmless the other, their officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent

or wrongful acts or omissions of each relating to their obligations under this Agreement; and

B. Be responsible for their own costs, attorney's fees and expenses in connection with such claims, liabilities or suits except as may be incurred due to the negligent performance of this Agreement by the negligent party. The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties).

C. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

Article 9: Notices.

Any and all notices required to be given by this Agreement or the Contract Documents shall be in writing and hand delivered or delivered via certified or registered U.S. Mail to the following representatives of the DISTRICT and the CONTRACTOR:

DISTRICT representative and address:

Jason Pierman, District Administrator
Special District Services
2501A Burns, District Administrator Road
Palm Beach Gardens, FL 33410
P: 561-630-4922
F: 561-630-4923

With Copy To:

Frank S. Palen, Esq., District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Boulevard, Suite 1200
West Palm Beach, Florida 33401

CONTRACTOR representative and address:

David Cottrell, Business Development Consultant
9774 Florida Mining Boulevard West, Suite 801
Jacksonville, Florida 32257

Article 10: Governing Law.

The laws of the State of Florida shall govern this Agreement and Contract Documents, and venue of any action shall be in a court of competent jurisdiction in Duval County, Florida.

Article 11: Termination.

This Agreement may be terminated by either party, with or without cause, following thirty (30) calendar days advance written notice by one party to the other.

Article 12: Rights and Remedies.

The duties and obligations imposed by the Agreement and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If either party seeks to resolve a dispute under this Agreement and the Contract Documents in any court of law, the prevailing party in such dispute shall have its expenses and costs, including but not limited to reasonable attorney's fees and the cost of appellate proceedings, paid by the other, non-prevailing party.

Article 13: Independent Contractor Relationship.

The CONTRACTOR is, and shall be, in performance of all work, services and activities under this Agreement and Contract Documents, an Independent Contractor, and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the Work, services or activities performed pursuant to this Agreement and the Contract Documents shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent CONTRACTOR and not as employees or agents of the DISTRICT.

Article 14: Miscellaneous.

A. Any term used in this Agreement will have the same meaning as indicated in the Contract Documents.

B. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and the District made with respect to the matters herein contained.

C. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed.

D. No assignment by a party hereto of any rights under or interests in the Contract 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 an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

E. The covenants and agreements contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective legal representatives, heirs, executors, administrators, assigns and successors in interest.

F. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement.

G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

H. In the event of an express conflict between the terms of this Agreement and the terms of any other Contract Document or the Supplemental Contract Provisions attached as **Exhibit "A"**, the terms of this Agreement shall prevail.

I. **Public Records.** CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records), as follows:

(1) IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT: Jason Pierman, District Administrator, Special District Services, 2501A Burns, District Administrator Road, Palm Beach Gardens, FL 33410, Telephone 561-630-4922

(2) Specifically, Provider shall:

A. Keep and maintain public records required by the District to provide Authorized Recreation Services.

B. Upon request from District's custodian of public records, provide District 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, F.S. or as otherwise provided by law or District Policy.

C. 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 Provider does not transfer the records to District.

- D. Upon completion of the contract, transfer, at no cost, to the District all public records in Provider's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Provider transfers all public records to District upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider 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.

J. **Inspector General.** CONTRACTOR understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

K. **E-VERIFY:** The CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. The CONTRACTOR agrees and acknowledges that commencing January 1, 2021, the DISTRICT, as a public employer, shall be subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if the DISTRICT has a good faith belief: (a) that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, the DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for the Contractor under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. The CONTRACTOR shall be liable for any additional costs incurred by the DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-verify requirements referenced herein.

Article 15: Effective Date.

This Agreement shall become effective on October 1, 2023, following execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

Executed by the DISTRICT this 16th day of October, 2023.

ATTEST:



Jason Pierman
Secretary

[District Seal]

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, an independent special district of the State of Florida

By: 

Michelle Hepke (Oct 16, 2023 15:45 EDT)

Its: Chairman

Executed by CONTRACTOR this 16th day of October, 2023.

SOLITUDE LAKE MANAGEMENT, LLC., a Virginia limited liability company registered to do business in the State of Florida

By: Trina L. Duncan

Trina L. Duncan, Business Manager 10/16/2023

Name Printed

Its: Authorized Signatory

EXHIBIT "A"
SCOPE OF SERVICES

SOLITUDE SERVICE QUOTE

CUSTOMER NAME: **Principal One CDD**

By: **Special District Services, Inc.**

2501A Burns Rd

Palm Beach Gardens, FL 33410


DATE: September 14, 2023

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Monthly Pond Maintenance

Quote Expires: November 13, 2023



Who we are:  WHO WE ARE | SOLitude Lake Management

Website: [SOLitude Lake Management](https://www.solitudelakemanagement.com)

Scope: Monthly maintenance of two (2) waterways totaling approximately 2,231 perimeter feet and 2.57 acres at Il Villagio in Jacksonville, Florida 32246 as described below.



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



Schedule A
Pond Management Services

Monitoring: Ponds 1 & 2

1. A SÖLitude Biologist will visit the site and inspect the ponds at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control: Ponds 1 & 2

1. Ponds will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control: Ponds 1 & 2

1. Shoreline areas will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



Pond Algae Control: Ponds 1 & 2

1. Ponds will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the ponds with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Assumptions:

1. Company will have free and unimpeded access to the lakes.
2. Price is based on a reasonable plan / field design of the specified work.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

PAYMENT TERMS. SOLitude shall invoice Customer per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. Once approved, Agreement will be sent for signature.

Investment: Primary Services: \$170 per month (\$2,040 per annum)

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM

EXHIBIT "B"
MINIMUM INSURANCE COVERAGE*

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

(A) Bodily Injury Limit:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

Property Damage Limit:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

(B) or a Combined Single Limit of Bodily Injury and Property Damage :

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

(C) The Commercial General Liability shall include Contractual Liability.

II. Automobile Liability (Any Auto) \$ 500,000

III. Workers Compensation

Statutory Limits and	\$ 300,000	Each Accident
	\$1,000,000	Disease-Policy Limit
Employers Liability	\$ 300,000	Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

(A) \$3,000,000 Each Occurrence
 \$3,000,000 Annual Aggregate

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Professional Liability Insurance

- (A) \$1,000,000
- (B) \$500,000 maximum deductible per incident

VII. Insurance Certificate:

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, ITS OFFICERS, EMPLOYEES AND AGENTS, shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**, which certificate of insurance shall be maintained on a continuing basis throughout the Term of this Agreement.

VIII. Policy Endorsement:

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Engineer's Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**, an Independent Special District of the State of Florida, its Officers, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary basis. A copy of the Policy Endorsement(s) shall be provided to District.

IX. Acceptable Insurers

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

X. Special Risks or Circumstances for Supplemental Services

District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Supplemental Work Authorization

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
CONTRACT
LANDSCAPE MAINTENANCE SERVICES**

THIS CONTRACT, made and entered into this _____ day of _____, 2023, by and between **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**, an independent special district of the State of Florida (hereafter referred to as "DISTRICT") and **FLORIDA ULS OPERATING LLC, dba "GREENWAY LAWN CARE, LLC"**, a Florida limited liability company (hereafter referred to as "CONTRACTOR").

WITNESSETH:

DISTRICT and CONTRACTOR, in consideration of the mutual covenants herein set forth, agree as follows:

Article 1: The Work.

A. The CONTRACTOR hereby agrees to and with the DISTRICT to undertake and execute all of the work identified as follows (the "Work"):

SEE SCOPE OF SERVICES ATTACHED EXHIBIT "A"

B. The Work will be performed and completed according to the terms of this Agreement and the documents attached hereto and made a part hereof as **Exhibit "A"** (the "Contract Documents"), which the Contractor has reviewed prior to the execution of this Contract:

B. The Work shall be performed in a good substantial and workmanlike manner. CONTRACTOR shall furnish all non-District provided materials and all the tools and labor necessary to properly perform and complete the Work ready for use by DISTRICT in strict accordance with all provisions of this Contract.

C. [DELETED]

D. CONTRACTOR affirms and warrants to DISTRICT that it holds and will maintain current and appropriate certification(s) and/or license(s) for the purpose of performing the specified work pursuant to this Contract.

E. [DELETED]

F. The CONTRACTOR shall be obligated throughout the term of this Contract to provide insurance coverage in accordance with the attached **Exhibit "B"** (Minimum Insurance Coverage).

G. There are no other Contract Documents other than those listed above in this Article 1.

H. This Contract and the Contract Documents shall only be amended, modified or supplemented in a written amendment signed by both parties

Article 2: Contract Price.

DISTRICT shall pay CONTRACTOR upon Acceptance of the completed Work in accordance with this Contract and the Contract Documents an amount not to exceed **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)**, the price named in CONTRACTOR'S proposal. This price includes the furnishing of all required materials and all labor, tools, and appliances and all expenses, direct or indirect, connected with the proper execution of the Work and of maintaining it until it is Accepted by the DISTRICT

Article 3: Contract Performance & Term.

This Contract shall remain in force and effect for a period of twelve (12) commencing on its Effective Date. The CONTRACTOR shall commence the Work to be performed under this Contract on the date set by the DISTRICT in a written Notice to Proceed.

Article 4: Payment Procedures.

A. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), DISTRICT's Agent to whom Contractor may submit Applications for Payment or invoices shall be as follows:

Jason Pierman, District Manager
Principal One Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

B. The District will generally pay invoices within 30 days of receipt provided that the invoices are submitted on or before the 1st of each month. If said invoice(s) is not timely submitted, then the invoice(s) will be processed by the District during the next monthly pay period.

C, In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid.

D. In the event of non-renewal or termination, CONTRACTOR shall be paid for all accrued but unpaid professional services and reimbursable expenses through the end of the current term of the Agreement or the date of termination, as applicable. CONTRACTOR will be entitled to invoice DISTRICT and be paid for all services performed or furnished and all reimbursable expenses incurred through the end of the current term of the Agreement or date of termination, as applicable.

E. [DELETED]

F. Final Payment will not be made until DISTRICT receives written certification of Final Completion of the Work in accordance with the Scope from the DISTRICT Engineer.

Article 5: Contractor's Representations & Warranties.

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations and warranties:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data provided by DISTRICT.

B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. CONTRACTOR has given DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by DISTRICT is acceptable to CONTRACTOR.

A. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

B. CONTRACTOR affirms and warrants to DISTRICT that it and its Sub-Contractors (if any) hold and will maintain current and appropriate certification(s) and/or license(s) for the purpose of performing the Work.

C. [DELETED]

Article 6. Hold Harmless and Indemnification: The parties hereto agree, to the extent permitted by law, to:

A. Indemnify, save and hold harmless the other, their officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of each relating to their obligations under this Agreement; and

B. Be responsible for their own costs, attorney's fees and expenses in connection with such claims, liabilities or suits except as may be incurred due to the negligent performance of this Agreement by the negligent party. The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties).

C. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

Article 7: Public Entity Crimes.

As provided in Sections 287.132 & 133, Florida Statutes, by entering into this contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department

of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes. CONTRACTOR will execute the Affidavit attached as Exhibit “

Article 8: Order of Precedence.

In the event of any conflict between the terms of this Contract and the Contract Documents, the terms of this Contract shall govern.

Article 9: Notices.

Any and all notices required to be given by this Contract or the Contract Documents shall be in writing and hand delivered or delivered via certified or registered U.S. Mail to the following representatives of the DISTRICT and the CONTRACTOR:

DISTRICT representative and address:

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, District Manager
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Telephone: (561) 630-4922
Facsimile: (561) 630-4923
E-Mail: jpierman@sdsinc.com

CONTRACTOR representative and address:

FLORIDA ULS OPERATING LLC
dba "GREENWAY LAWN CARE, LLC",

12276 San Jose Boulevard, Suite 747
Jacksonville, Florida 32223

Telephone: (904) 422-5750

Facsimile:

E-Mail: gwlawnsales@gmail.com

Article 10: Governing Law.

The laws of the State of Florida shall govern the Contract and Contract Documents, and venue of any action shall be in Duval County, Florida.

Article 11: Termination

A. This Contract may be terminated by DISTRICT, in whole or in part, in writing, whenever DISTRICT determines that CONTRACTOR has failed to perform any of the Work required by this Contract or the Contract Documents or the CONTRACTOR fails to perform the Work within the time specified in the Contract, or if the CONTRACTOR fails to perform any other provision(s) of the Contract or Contract documents.

DISTRICT may recover any actual damages unrelated to delay and cause by the failure of CONTRACTOR to perform according to this Contract or the Contract Documents.

B. Should the CONTRACTOR fail to perform any of the Work required by this Contract or the Contract Documents, the DISTRICT shall have the right, after ten (10) days written notice to the CONTRACTOR, to terminate the Contract for default and/or to cause any work, that in its sole discretion it deems necessary to be done, and to provide at whatever cost and by whatever means it deems appropriate any necessary materials. The CONTRACTOR shall reimburse the DISTRICT for the costs of such work, labor, services, and/or materials obtained hereunder within thirty (30) days from receipt of written notification.

Article 12: Rights and Remedies.

The duties and obligations imposed by the Contract and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If either party seeks to resolve a dispute under this Contract and the Contract Documents in any court of law, the prevailing party in such dispute shall have its expenses and costs, including but not limited to attorney's fees and the cost of appellate proceedings, paid by the other, non-prevailing party.

Article 13: Independent Contractor Relationship.

The CONTRACTOR is, and shall be, in performance of all work, services and activities under this Contract and Contract Documents, an Independent Contractor, and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the Work, services or activities performed pursuant to this Contract and the Contract Documents shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent CONTRACTOR and not as employees or agents of the DISTRICT.

Article 14: Miscellaneous.

A. Any term used in this Contract will have the same meaning as indicated in the General Conditions.

B. DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Contract and all Contract Documents.

D. Any provision or party of this Contract and the Contract Documents 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 DISTRICT and CONTRACTOR, who agree that the Contract and Contract Documents 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.

E. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and the District made with respect to the matters herein contained.

F. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed.

G. No assignment by a party hereto of any rights under or interests in the Contract 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 an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

H. The covenants and agreements contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective legal representatives, heirs, executors, administrators, assigns and successors in interest.

I. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement.

J. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. In the event of an express conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall prevail.

Article 15: Public Records. CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records). Specifically, contractor shall:

- A. Keep and maintain Public Records that ordinarily and necessarily would be required by DISTRICT in order to perform the services provided for in this Agreement.
- B. Provide the public with access to Public Records on the same terms and conditions that DISTRICT would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as

authorized by law.

- D. Meet all requirements for retaining Public Records and transfer, at no cost, to DISTRICT, all Public Records in possession of CONTRACTOR 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 DISTRICT in a format that is compatible with the District's information technology systems and requirements.
- E. Promptly notify the District Manager upon receipt of a Public Records request.
- F. Failure by CONTRACTOR to provide Public Records as required by law may result in termination of this Agreement by District.

Article 16: Inspector General. CONTRACTOR understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

Article 17: E-VERIFY: CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. CONTRACTOR agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for CONTRACTOR under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-Verify requirements referenced herein.

Article 18: Effective Date.

This Contract will be effective on October 1, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

Executed by the DISTRICT this _____ day of _____, 2023.

[DISTRICT SEAL]

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, an Independent Special District of the State of Florida

By: Michelle S. Hepke
(Name Signed)

Michelle S. Hepke
(Name Printed)

Its: Chair

Executed by CONTRACTOR this 15 day of Sept., 2023.

FLORIDA ULS OPERATING LLC, dba "GREENWAY LAWN CARE, LLC", a Florida limited liability company

By: [Signature]
(Name Signed)

JO NIXON
(Name Printed)

Its: Branch Manager
(Title)

EXHIBIT "A"
SCOPE OF WORK



**Proposal for
Principle One CDD
9745 Touchton Rd, Jacksonville FL 32246**

Thank you for the opportunity to provide a proposal to maintain your property. The following Landscape Management Specification establishes the standard for grounds maintenance for Principle One CDD

This standard outlines an efficient program to promote healthy growth of turf and plant material while maintaining a neat appearance of the grounds. This proposal includes Scope of Work, General Specifications for the maintenance and General Terms and Conditions.

Landscape Management

CLIENT'S APPROVAL	SERVICE	MONTHLY PRICE	ANNUAL PRICE
	Basic Monthly Service	\$825.00	\$9,900.00
	Additional Services (from below Total)	\$175.00	\$2,100.00
TOTAL		\$1,000.00	\$12,000.00

Additional Services

CLIENT'S APPROVAL	SERVICE	FREQUENCIES PER YEAR	MONTHLY PRICE	YEARLY PRICE
	Irrigation	12x	\$75.00	\$900.00
	Fertilization	8x	\$100.00	\$1,200.00
	Visits	52x	\$825.00	\$9,900.00
TOTAL			\$1,000.00	\$12,000.00

Greenway Lawn care shall provide all necessary labor, material, equipment, and personnel to properly maintain all developed land areas within the contract limits, including lawns, shrubs, ground cover, landscape trees, vines and flowers.

Hurricane Clean up - We will take one Visit to do a Hurricane clean up but if it takes longer than Allowed time, you will be charged accordingly

Period of Service Agreement

This agreement shall be in effect *from Oct 1, 2023 to Sep 30, 2024* for the ~~beginning June 1, 2023, TO May 31, 2024~~. Unless terminated pursuant to Article IV of the General Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on ~~a month-to-month basis~~: *An Annual basis*.

You should receive your invoices around the 1st of each month. All invoices are due and payable 30 days following the date of the invoice. Owner/Client agrees to pay any and all cost incurred by **Greenway Lawn care**, in the collection of the same.

If our proposal meets with your approval, please initial the services in the block provided for each item selected indicating that service and sign both originals below. Return one fully executed original to our office, and retain the second original for your files. This proposal, including the attached Practical Specifications and the General Terms and Conditions, together are the Service Agreement.

Again, thank you for the opportunity to submit this proposal. We look forward to serving as your landscape management professionals.

Sincerely,

Sasa Popovic, Owner

Client Approval: _____ Date: _____
Printed Name: _____ Title: _____
Contractor: _____ Date: _____

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work

Contractor shall furnish labor, material, equipment, personnel and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

II. Lawn Care

A. Mowing and Edging

Lawns shall be mowed weekly during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season. Mower size will be based area location, smaller turf areas may require smaller mower.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths that may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material. 6 X year.

B. Weed Control

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides. As needed .

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope and grass area 2 x a year could be more depending on control.

III. Ground Cover Area/Shrub Areas:

A. Edging

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control

Keep beds reasonable free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Cultivating or hoeing weeds is not recommended practice.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material. 4 X year.

IV Slope Care (if applicable):

A. Edging

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control

Maintain slopes so they are reasonable free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-Emerge: This type of control should be used only if a known weed problem warrants it use.

Post-Emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

IV. **Tree Care**

V. A. Pruning

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary, to minimize wind and storm damage.

B. Staking

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

C. Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material 2 x a year.

VI. **Mulched Areas/Pine straw.**

Mulched or decomposed pine straw areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client

VII **Irrigation System (If applicable)**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply. 60\$ a man hour plus parts.

VIII Debris Cleanup

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

GENERAL TERMS AND CONDITIONS

I Contractor's Responsibility:

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personable presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

B. Materials

all materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

C. Licenses and Permits

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

D. Taxes

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

E. Insurance

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, and Worker's Compensation Insurance, and any other insurance required by law or owner/client.

F. Liability

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, it's agents or employees.

G. Subcontracts

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

with District's written consent
^

H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

II **Owner's/Client's Responsibility**

A. Utilities

All utilities shall be provided by the Owner/Client.

B. Access to Jobsite

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

C. Payment

Owner/Client shall review invoices submitted by Contractor and payment shall be due 30 days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving 7 days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect

Owner/Client shall give Contractor at least 7 days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such written notice is given.

III **Other Terms**

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

~~The parties agree that in the interest of economy, speed and insuring continued good relationships any questions arising out of the operation of this Agreement that the parties~~

~~cannot resolve between themselves shall be referred to binding arbitration under the rules of the American Arbitration Association.~~

IV. Termination

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Owner/Client for non-performance by Contractor, upon thirty (30) days written notice. This agreement may be terminated by Contractor for non-payment by Owner/Client, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance on payment within seven (7) days of receipt of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured *upon correction.*

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event either party terminates this contract early, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year, may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received.

EXHIBIT "B"

MINIMUM INSURANCE COVERAGE

Unless otherwise provided in the Agreement, following is the MINIMUM acceptable insurance to be carried by Contractor:

I. Commercial General Liability:

(A) Bodily Injury Limit:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

Property Damage Limit:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

(B) or a Combined Single Limit of Bodily Injury and Property Damage :

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

(C) The Commercial General Liability shall include Contractual Liability.

II. Automobile Liability (Any Auto) \$ 500,000 POCDD Additional Insured

III. Workers Compensation

Statutory Limits and	\$ 300,000	Each Accident
	\$1,000,000	Disease-Policy Limit
Employers Liability	\$ 300,000	Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

(A) \$3,000,000 Each Occurrence
\$3,000,000 Annual Aggregate

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Professional Liability (E&O) Insurance (if applicable)

(A) \$1,000,000 per claim
(B) \$25,000 maximum deductible per claim

VII. Insurance Certificate:

Principal Community Development District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Principal One Community Development District, which

certificate of insurance shall be maintained on a continuing basis throughout the Term of this Agreement.

VIII. Policy Endorsement:

Principal One Community Development District shall be named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor's Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Principal One Community Development District, an Independent Special District of the State of Florida, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary basis. A copy of the Policy Endorsement(s) shall be provided to District.

IX. Acceptable Insurers

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

X. Special Risks or Circumstances for Supplemental Services

District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Work Authorization

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
SMALL PROJECT AGREEMENT**

(Mulch Installation – Mulch Masters, LLC)

THIS SMALL PROJECT AGREEMENT is made and entered into this 29 day of Sept, 2023, by and between:

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Jacksonville, Duval County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

Mulch Masters, LLC., a Florida limited liability company whose principal and mailing 230 Lee Road, Jacksonville, Florida 32225 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to have furnished and installed red mulch along the outside of the perimeter wall, located within the boundaries of the District (collectively, the “Project”), as described in Contractor’s proposal dated September 25, 2023, attached hereto and made a part hereof as Exhibit A (the “Proposal”); and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project in accordance with the Project Specifications and in accordance with this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. The Project shall be performed in accordance with this Agreement, the Proposal, and Project Specifications.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

D. Contractor shall report to the District Manager or his or her designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, in the Proposal.

F. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

G. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

H. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, swales, facilities, stormwater management areas, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

I. Contractor will be held and shall be responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

J. With respect to securing the building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor for the Project in the total amount of **TWO THOUSAND TWENTY-FIVE AND 00/100 (\$2,025.00) DOLLARS** (the "Contract Amount").

Payment of the Final Payment of the Contract Amount will be made upon completion of the work necessary to complete the Project, all work under the Project has been performed, and after the Project has passed final inspection by the District and any other applicable permitting agencies. Payment for any Additional Costs or Extra Work associated with the construction and installation of the Project shall be made upon completion of such additional work and upon District's receipt and review of sufficient supporting documentation for such items, provided such Additional Work has first been authorized in writing by the District or the District Manager of the District. Invoices

shall be generated from the Contractor, addressed to the District, and delivered to the District so that payments can be made in accordance with the agreed upon payment schedule as set forth in the Proposal.

With each invoice the Contractor shall submit conditional waivers and releases of lien from itself and its sub-contractors identifying the portion of the invoice that correspond to each. The District will issue joint checks payable to the Contractor and any subcontractor(s) for the portion(s) of the invoice(s) that correspond to the subcontractor(s), if necessary and appropriate in the determination of the District.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that it shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, its gas facilities, its electric facilities, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME OF PERFORMANCE. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious and regular manner, without interruption, to limit the inconvenience to the residents of Principal One and the general public utilizing the District's facilities and improvements. The parties agree that the time to complete the Project is thirty (30) days after execution of this Agreement. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, such Additional Work, and the timeframe in which such Additional Work must be completed.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the District and its officials, agents,

servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District and its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations of liability afforded a governmental entity pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at no cost or expense whatsoever to District (1) for convenience at anytime prior to the issuance of a permit for the Project by the governing authority and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Principal One Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Principal One Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401
Attention: Frank Palen, Esq.

CONTRACTOR: **Mulch Masters, LLC.**
230 Lee Road
Jacksonville, Florida 32225

Except as otherwise provided in this agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 14. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 15. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District 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; and
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 Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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 District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. 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/CONTRACT, THE

CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: BBARBA@SDSINC.ORG**

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Project. Ignorance on the part of the Contractor will in no way relieve contractor from responsibility.

SECTION 21. CONFLICTS. In the event of a conflict between any provision(s) of this main Agreement instrument and the terms and conditions of Exhibit A, or Exhibit B then this main Agreement instrument shall control. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall control.

SECTION 22. ACCEPTANCE OF PROPOSAL. District's acceptance of the Proposal set forth in Exhibit B is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

EXHIBIT A

Mulch Masters, LLC

230 Lee Road, Jacksonville, Fl 32225

904-727-1100 / 904-727-5187

mulchmasters.com / mulchmastersjax@gmail.com

9/25/23

Principal One CDD

9745 Touchton Road

Jacksonville, Fl 32246

Estimate includes red mulch, installation and clean-up

- 45 Red Mulch installed, 1 to 3 inches depending on the area
- Some areas around the edges and certain plants, you can only go a few inches as not to harm the plants or have the mulch falling into the concrete areas
- Starting point just outside on the southside of the guard gate
- Along the outside of the wall, the entire front
- Total installed- \$2025.00

Let us know if you have any questions

Thank you

Tito

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**PRINCIPAL ONE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2023

WITNESSES:

CONTRACTOR:

Mulch Masters, LLC., a Florida limited liability company

By: _____

Alberto Louwnguev

29 day of Sept, 2023

[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]