

***Live Oak Lake
Community Development District***

Agenda

November 6, 2024

AGENDA

Live Oak Lake
Community Development District
219 E. Livingston St., Orlando, FL 32801
Phone: 407-841-5524

October 30, 2024

Board of Supervisors
Live Oak Lake
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Live Oak Lake Community Development District** will be held **Wednesday, November 6, 2024, at 2:30 PM at the Hart Memorial Library, 211 East Dakin Ave., Kissimmee, FL 34741.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/89972553280>

Zoom Call-In Information: 1-305-224-1968

Zoom ID: 889 7255 3280

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 4, 2024 Board of Supervisors Meeting
4. Presentation of Series 2016 Arbitrage Rebate Report
5. Consideration of Annual Proposal for Series 2016 Arbitrage Services
6. Consideration of Cost Share Agreement (Irrigation and Fountains)
7. Consideration of Tri-Party Agreement Regarding Developer Funded/ County Obligation Agreement
8. Consideration of FY24 Audit Services Engagement Letter
9. Ratification of Proposal for Hurricane Milton Clean Up
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposals for Landscape Services
 - a. Blade Runners
 - b. Prince & Sons
 - c. United Landscape
 - d. Yellowstone Landscape
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Approval of Balance Sheet
 - iii. Discussion of New Meeting Location
11. Other Business
12. Supervisors Requests
13. Adjournment

MINUTES

**MINUTES OF MEETING
LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **September 4, 2024**, at 2:30 p.m. at the Hart Memorial Library, 211 East Dakin Ave., Kissimmee, Florida.

Present and constituting a quorum:

Scott Stearns	Chairman
Andrea Stevens	Vice Chairperson
Mel Gray Marshall	Assistant Secretary
Ned Bowman	Assistant Secretary
Kimberly Locher	Assistant Secretary

Also present were:

Tricia Adams	District Manager/GMS
Sarah Sandy	District Counsel, Kutak Rock
Jarrett Wright	Field Services, GMS
Nicole Stalder	District Engineer, Dewberry on Zoom

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 2:30. Five Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period and asked for comments.

Audience member commented on the role of the Community Development District. He asked for information on the bond process for 2016. Ms. Adams responded on the Board's ability to issue bonds in the future. He asked about property parcels and who is responsible for maintenance and other issues. Ms. Adams responded on the process of using the website and the budget for understanding the different parcel ownership and the responsibility for maintenance.

Resident commented on the midge flies and asked for assistance. Ms. Adams stated Mr. Wright will provide updates in his report.

Mr. Bowman made comments on midge flies and fish in the ponds, fishing permits, and resolving the issues.

Ms. Lewis commented on last meeting and her request for an aeration fountain in the pond on Greenland Street. She noted the fish, and vegetation has made very little effect of the issue. She asked about the location of the meeting and Phases to Twin Lakes and the money. Ms. Adams noted the Field Manager will address this topic and other topics will be addressed.

Ms. Mason commented on Phase 2 and the midge flies covering the area. She added the ponds are not the problem affecting the midges. She noted the grass/ground is the problem.

Mr. Bowman commented on the ponds and the fountains, the infrastructure issues and the cost of addressing the issues.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 7, 2024, Board of Supervisors Meeting

Ms. Adams presented the minutes from the Board of Supervisors meeting on August 7, 2024 and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Ms. Stevens, seconded by Mr. Bowman, with all in favor, the Minutes of the August 7, 2024, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Discussion of Items Related to the Series 2020 Project

A. Consideration of Resolution 2024-06 Recognizing Contribution of Master Project Improvements in Lieu of Assessments

Ms. Adams stated Ms. Sandy has been working on the documents for the Series 2022 projects and the finalization of these documents. Ms. Sandy presented each separately. She noted Resolution 2024-06 relates to the master project improvements and the agreement that obligated contributions to the District. She noted the 2016 total was for \$3,400,000, the 2020 bond was for \$3,800,000, and the total contribution was \$7,265,478. She added these improvements could not

have been previously paid for by the District. She reviewed each attachment. The total amount for all improvements is 2 million over the contribution requirement.

The Board asked that the documents be sent sooner so they could be reviewed prior to the meeting.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with Mr. Stearns, Ms. Locher, Ms. Stevens, and Ms. Marshall in favor and Mr. Bowman opposed, Resolution 2024-06 Recognizing Contribution of Master Project Improvements in Lieu of Assessments, was approved 4-1.

B. Consideration of Resolution 2024-07 Final Requisitions – Series 2016 Project

Ms. Sandy presented the resolution and stated this is for the Series 2016 bond. She added the debt service reserve is set up before the land is developed in case there is a default. Once it reaches 90% allocation of assessment and is occupied the money is transferred and relates to the District. She added that they are close to the amount and would like to prepare for having approved requisitions. This is under \$500,000 that could eventually be released. She added this will be paid out for Phase 1A and 1B for stormwater improvements. These were acquired for a little over \$2.4 million and have paid under \$1.6 million. The balance on the improvements is \$846,280.000. This will prepare us for when funds are released.

On MOTION by Mr. Locher, seconded by Ms. Stearns, with Mr. Stearns, Ms. Locher, Ms. Stevens, Ms. Marshall in favor, and Mr. Bowman opposed, Resolution 2024-07 Final Requisitions Series 2016 Project, was approved 4-1.

C. Consideration of Resolution 2024-08 Final Requisitions – Series 2020 Project

Ms. Sandy stated there is one difference in that the improvements that they are paying against would be a little under \$3,000,000. The other difference is there are also the funds the District has already received and will receive from impact fee credits can receive credits for these. She noted these could be used to pay the developer. This recognizes improvement will have to be paid. She doesn't have the final amount, but it was anticipated for less than \$400,000.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with Mr. Stearns, Ms. Locher, Ms. Marshall, Ms. Stevens in favor, and Mr. Bowman opposed, the Resolution 2024-08 Final Requisitions, was approved 4-1.

FIFTH ORDER OF BUSINESS

Consideration of OUC Utility Easement Over Twin Lakes Connector Road Tract OSN-6 & OSN-3

Ms. Adams stated this is a utility request from OUC and requires a 12 wide foot utility easement and is there is a legal description attachment. Ms. Sandy noted is to cover open areas OSN-3 and OSN-6.k Ms. Adams noted this is beneficial for residents to have electrical services.

The Board asked if an appraisal of the land was completed on the areas and Ms. Adams noted no appraisal was completed. Ms. Sandy added the District did not pay for the land.

On MOTION by Ms. Stevens, seconded by Mr. Stearns, with all in favor, the OUC Utility Easement Over Twin Lakes Connector Road Tract OSN-6 & OSN-3, was approved.

SIXTH ORDER OF BUSINESS

Partial Assignment of Financing Documents by NLV to Pulte (Series 2020 Bonds)

A. True Up Agreement

B. Declaration of Consent (acknowledgement by Pulte)

C. Continuing Disclosure Agreement (2020)

Ms. Sandy presented the 2020 financing documents and reviewed each. She explained the true up agreement and the responsible parties. She noted the obligations of completing of the declaration and the property owners and bond issuance and levying of assessments. She noted that this adds an additional layer of protection to the District.

Ms. Sandy asked for approval in substantial form and noted it will not be executed until closing. Board member asked about the other phases. Ms. Adams explained the purchases and the closing.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, the Partial Assignment of Financing Documents by NLV to Pulte (Series 2020 Bonds), was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2024-09
Declaring Seats No. 1 and 2 Vacant**

Ms. Adams stated this resolution that declares seats #1 and 2 are vacant and are a part of the general election. She explained no one qualified for the seats as part of the general election process.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, Resolution 2024-09 Declaring Seats No. 1 and 2 Vacant, was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Dewberry Work
Authorization 2025-1**

Ms. Adams stated a work order has been established for the engineering services for 2025. She noted this includes an updated rate sheet. She added this item was not published on the agenda and since it was not posted prior to the meeting they are required to take public comment. She asked for any comments. There were no comments.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, Dewberry Work Authorization 2025-1, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy stated she had no further reports.

B. Engineer

There being no comments, the next item followed. The engineer was excused for the remainder of the meeting.

C. Field Manager's Report

Mr. Wright presented the Field Manager's Report to include updates on the issues with the midges. He noted they are spraying, adding fish in the ponds trying to prevent spawning. He added they are having continued problems with one pond. They have scheduled continued spraying and treatments. He noted they will continue to monitor and adjust as needed. The specific problem area was addressed. He stated they have this process included in the budget

Further discussion was held on sod installation issues and areas that are still dirt patches, irrigation issues, vendor problems not responding, increased costs, and HOA perspective on vendors. Ms. Adams commented on the public bid process and notices that will be required. She added an RFP would need to be issued.

Ms. Sandy noted explained the HOA involvements and approval of the evaluation criteria. The board agreed to issue an RFP on the previously approved criteria. Discussion ensued on payments, vendor problems and lack of response from the vendor.

Ms. Adams noted this is not on the agenda and they are required to take public comments.

A question was made by a resident on the area and if the CDD maintains the area. Another commented on weeds and problems with the fertilization with the vendor. She noted she has paid vendors to do the upkeep in her yard.

On MOTION by Mr. Bowman, seconded by Mr. Stearns, with all in favor, Authorizing Staff to Issue an RFP with the Same Evaluation Criteria Previously Approved by the Board, was approved.

Mr. Wright commented on the RFP process. It was asked to send the process to the HOA managers.

D. District Manager's Report

Ms. Adams stated regarding the public comment question on meeting schedules the Board is required to adopt a meeting schedule annually. Currently they have a schedule through September 2025 to meet on the first Wednesday of each month at 2:30 p.m.. She added they are typically scheduled to meet at Celebration library and may not be available each month, so they search for different location availability. The schedule is posted on the website.

Ms. Stevens commented on the CDD's requirement to have a public access to the meeting room.

i. Approval of Check Register

Ms. Adams presented the check register from January 11, 2024 to August 27, 2024 totaling \$163,152.41 for approval and noted that immediately following the summary is a detailed run. She offered to answer any questions from the Board.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the Check Register totaling \$163,152.41 was approved.

ii. Approval of Balance Sheet

Ms. Adams noted the unaudited financials sheets through the end of July are provided for informational purposes. She reviewed the balance sheets. No Board action is required. She noted they are fully collected. She added spending is about 22,000 under budget.

TENTH ORDER OF BUSINESS

Other Business

Ms. Adams asked the Board if they would like to address the assignments for vacant seats. She noted there are currently three landowner seats, but in November there is only one landowner seat left with two more years in that term. She noted Ms. Locher has difficulty making that meeting location. She asked if Ms. Stevens wanted to accept the landowner seat. She explained the process of needing to resign her current position as well as Ms. Locher resigning with Board acceptance. The next step would be to assign Ms. Stevens the seat #3 and her term will expire 2026.

Ms. Adams asked for Board comments. Ms. Sandy explained the resignation process. It was noted it does not affect the vacant seats.

Ms. Stevens resigned from her seat #2. She asked for the resignation of Ms. Stevens.

On MOTION by Mr. Bowman, seconded by Mr. Stearns, with all in favor, Accepting the Resignation of Andrea Stevens from Seat #2, was approved.

Ms. Locher resigned from seat #3. Ms. Adams asked for a motion to accept.

On MOTION by Mr. Bowman, seconded by Mr. Stearns, with all in favor, Accepting the Resignation of Ms. Locher From Seat #3, was approved.

Ms. Adams asked for a motion to appoint Ms. Stevens to seat #3.

On MOTION by Mr. Stearns, seconded by Mr. Bowman, with all in favor, Appointment of Andrea Stevens to Seat #3, was approved.

Ms. Adams administered the oath to Ms. Stevens.

Ms. Adams asked for a motion to appoint Ms. Locher to seat #2.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, Appointment of Kimberly Locher to Seat #2, was approved.

Ms. Adams administered the oath to Ms. Locher. Ms. Adams explained the process for the new seat and determining the election of officers. She asked if the Board would like to keep the current slate. The Board agreed to keep the current slate of officers.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, Electing to Keep the Current Slate of Officers, was approved.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

Ms. Adams explained the election, qualified voters, the process, the appointments and filing of Form 1 and the ethics training.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 12, 2024

Ms. Tricia Adams
Live Oak Lake Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801

\$15,550,000
Live Oak Lake Community Development District
Capital Improvement Revenue Bonds, Series 2016
("Bonds")

Dear Ms. Adams:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended August 17, 2024 ("Computation Period"). This report indicates that there is no cumulative rebatable arbitrage liability as of August 17, 2024.

The Bonds were also reviewed for compliance with IRS Yield Restriction rules as described in Treasury Regulations §1.148-2.

The next annual arbitrage rebate calculation date is August 17, 2025. We have provided an engagement letter for the next Computation Period for you to sign and return. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott

Linda L. Scott, CPA

cc: Mr. Scott Schuhle, US Bank

***Live Oak Lake Community
Development District***

*\$15,550,000 Live Oak Lake Community Development
District Capital Improvement Revenue Bonds, Series
2016*

For the period ended August 17, 2024



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 12, 2024

Live Oak Lake Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801

Re: \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016 ("Bonds")

Live Oak Lake Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended August 17, 2024 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebtable Arbitrage for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebtable Arbitrage of \$(736,435.40) at August 17, 2024. As such, no amount must be on deposit in the Rebate Fund nor remitted to the United States Government.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 4.6477%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebtable Arbitrage for the Bonds for the Computation Period based on the information provided to us. The Rebtable Arbitrage has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Live Oak Lake Community Development District
September 12, 2024
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2024

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is August 18, 2016.
2. The end of the first Bond Year for the Bonds is August 17, 2017.
3. Computations of yield are based upon a 31-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) the Code are shown in the attached schedule
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebatable Arbitrage for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebatable Arbitrage for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90%) of the Rebatable Arbitrage as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebatable Arbitrage as of the Next Computation Date will not be the Rebatable Arbitrage reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebatable Arbitrage computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Live Oak Lake Community Development District
September 12, 2024
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2024

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the “present value” method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a “bona fide debt service fund” for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. The Series 2016 Bonds were issued in an aggregate principal amount of \$15,550,000 for the purpose of: (i) financing the cost of acquiring, constructing and equipping assessable improvements; (ii) paying certain costs associated with the issuance of the Series 2016 Bonds; (iii) making a deposit into the Series 2016 Reserve Account for the benefit of all of the Series 2016 Bonds; and (iv) paying a portion of the interest to become due on the Series 2016 Bonds.
12. The Bonds were also reviewed for compliance with IRS Yield Restriction rules as described in Treasury Regulations §1.148-2.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Live Oak Lake Community Development District
September 12, 2024
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2024

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebatable Arbitrage on certain prescribed dates.
5. *Rebatable Arbitrage*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Live Oak Lake Community Development District
September 12, 2024
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2024

SOURCE INFORMATION

Bonds

Source

Closing Date

Certificate as to Arbitrage

Bond Yield

Form 8038G

Investments

Source

Principal and Interest Receipt Amounts
and Dates

Trust Statements

Investment Dates and Purchase Prices

Trust Statements

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Live Oak Lake Community Development District
September 12, 2024
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2024

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebatale Arbitrage.

\$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 / 18 / 2016 ISSUE DATE
8 / 18 / 2021 BEGINNING OF COMPUTATION PERIOD
8 / 17 / 2024 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.6477%	ALLOWABLE EARNINGS
8 / 18 / 2021	BEGINNING BALANCE		0.00	252.84	290.17	37.33
12 / 1 / 2022	ACQUISITION/CONSTRUCTION FUND		0.64	0.00	0.00	0.00
1 / 3 / 2023	ACQUISITION/CONSTRUCTION FUND		0.79	0.00	0.00	0.00
2 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		0.84	0.00	0.00	0.00
3 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		0.81	0.00	0.00	0.00
4 / 3 / 2023	ACQUISITION/CONSTRUCTION FUND		0.92	0.00	0.00	0.00
5 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		0.93	0.00	0.00	0.00
6 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.02	0.00	0.00	0.00
7 / 3 / 2023	ACQUISITION/CONSTRUCTION FUND		1.00	0.00	0.00	0.00
8 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.05	0.00	0.00	0.00
9 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.09	0.00	0.00	0.00
10 / 2 / 2023	ACQUISITION/CONSTRUCTION FUND		1.06	0.00	0.00	0.00
11 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.11	0.00	0.00	0.00
12 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.08	0.00	0.00	0.00
1 / 2 / 2024	ACQUISITION/CONSTRUCTION FUND		1.12	0.00	0.00	0.00
2 / 1 / 2024	ACQUISITION/CONSTRUCTION FUND		1.12	0.00	0.00	0.00
3 / 1 / 2024	ACQUISITION/CONSTRUCTION FUND		1.05	0.00	0.00	0.00
4 / 1 / 2024	ACQUISITION/CONSTRUCTION FUND		1.12	0.00	0.00	0.00
5 / 1 / 2024	ACQUISITION/CONSTRUCTION FUND		1.09	0.00	0.00	0.00
6 / 3 / 2024	ACQUISITION/CONSTRUCTION FUND		1.13	0.00	0.00	0.00
7 / 1 / 2024	ACQUISITION/CONSTRUCTION FUND		1.09	0.00	0.00	0.00
8 / 1 / 2024	ACQUISITION/CONSTRUCTION FUND		1.13	0.00	0.00	0.00
		<u>274.03</u>	<u>21.19</u>	<u>252.84</u>	<u>290.17</u>	<u>37.33</u>
8 / 18 / 2021	BEGINNING BALANCE		0.00	956,287.50	1,097,474.12	141,186.62
9 / 1 / 2021	RESERVE FUND		4.11	0.00	0.00	0.00
9 / 2 / 2021	RESERVE FUND		0.00	(4.11)	(4.71)	(0.60)
10 / 1 / 2021	RESERVE FUND		3.98	0.00	0.00	0.00
10 / 4 / 2021	RESERVE FUND		0.00	(3.98)	(4.54)	(0.56)
11 / 1 / 2021	RESERVE FUND		4.12	0.00	0.00	0.00
11 / 2 / 2021	RESERVE FUND		0.00	(4.12)	(4.68)	(0.56)
12 / 1 / 2021	RESERVE FUND		3.98	0.00	0.00	0.00
12 / 2 / 2021	RESERVE FUND		0.00	(3.98)	(4.51)	(0.53)
1 / 3 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
1 / 4 / 2022	RESERVE FUND		0.00	(4.12)	(4.65)	(0.53)
2 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00

\$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 / 18 / 2016 ISSUE DATE
8 / 18 / 2021 BEGINNING OF COMPUTATION PERIOD
8 / 17 / 2024 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.6477%	ALLOWABLE EARNINGS
2 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.63)	(0.51)
3 / 1 / 2022	RESERVE FUND		3.72	0.00	0.00	0.00
3 / 2 / 2022	RESERVE FUND		0.00	(3.72)	(4.16)	(0.44)
4 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
4 / 4 / 2022	RESERVE FUND		0.00	(4.12)	(4.59)	(0.47)
5 / 2 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
5 / 3 / 2022	RESERVE FUND		0.00	(3.98)	(4.42)	(0.44)
6 / 1 / 2022	RESERVE FUND		4.11	0.00	0.00	0.00
6 / 2 / 2022	RESERVE FUND		0.00	(4.11)	(4.55)	(0.44)
7 / 1 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
7 / 5 / 2022	RESERVE FUND		0.00	(3.98)	(4.39)	(0.41)
8 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
8 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.53)	(0.41)
9 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
9 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.51)	(0.39)
10 / 3 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
10 / 4 / 2022	RESERVE FUND		0.00	(3.98)	(4.34)	(0.36)
11 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
11 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.47)	(0.35)
11 / 4 / 2022	RESERVE FUND		0.40	0.00	0.00	0.00
11 / 7 / 2022	RESERVE FUND		0.00	(0.40)	(0.43)	(0.03)
12 / 1 / 2022	RESERVE FUND		2,408.03	0.00	0.00	0.00
12 / 2 / 2022	RESERVE FUND		0.00	(2,408.03)	(2,604.65)	(196.62)
1 / 3 / 2023	RESERVE FUND		2,982.38	0.00	0.00	0.00
1 / 4 / 2023	RESERVE FUND		0.00	(2,982.38)	(3,212.75)	(230.37)
2 / 1 / 2023	RESERVE FUND		3,175.50	0.00	0.00	0.00
2 / 2 / 2023	RESERVE FUND		0.00	(3,175.50)	(3,408.59)	(233.09)
3 / 1 / 2023	RESERVE FUND		3,043.68	0.00	0.00	0.00
3 / 2 / 2023	RESERVE FUND		0.00	(3,043.68)	(3,254.60)	(210.92)
4 / 3 / 2023	RESERVE FUND		3,440.54	0.00	0.00	0.00
4 / 4 / 2023	RESERVE FUND		0.00	(3,440.54)	(3,663.97)	(223.43)
5 / 1 / 2023	RESERVE FUND		3,474.33	0.00	0.00	0.00
5 / 2 / 2023	RESERVE FUND		0.00	(3,474.33)	(3,686.76)	(212.43)
5 / 3 / 2023	RESERVE FUND		0.00	(1,262.50)	(1,339.52)	(77.02)

\$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 / 18 / 2016 ISSUE DATE
8 / 18 / 2021 BEGINNING OF COMPUTATION PERIOD
8 / 17 / 2024 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.6477%	ALLOWABLE EARNINGS
6 / 1 / 2023	RESERVE FUND		3,775.01	0.00	0.00	0.00
6 / 2 / 2023	RESERVE FUND		0.00	(3,775.01)	(3,990.51)	(215.50)
7 / 3 / 2023	RESERVE FUND		3,694.59	0.00	0.00	0.00
7 / 5 / 2023	RESERVE FUND		0.00	(3,694.59)	(3,889.09)	(194.50)
8 / 1 / 2023	RESERVE FUND		3,860.15	0.00	0.00	0.00
8 / 2 / 2023	RESERVE FUND		0.00	(3,860.15)	(4,049.39)	(189.24)
9 / 1 / 2023	RESERVE FUND		4,007.99	0.00	0.00	0.00
9 / 5 / 2023	RESERVE FUND		0.00	(4,007.99)	(4,186.80)	(178.81)
10 / 2 / 2023	RESERVE FUND		3,881.25	0.00	0.00	0.00
10 / 3 / 2023	RESERVE FUND		0.00	(3,881.25)	(4,039.95)	(158.70)
11 / 1 / 2023	RESERVE FUND		4,018.50	0.00	0.00	0.00
11 / 2 / 2023	RESERVE FUND		0.00	(4,018.50)	(4,167.36)	(148.86)
12 / 1 / 2023	RESERVE FUND		3,897.97	0.00	0.00	0.00
12 / 4 / 2023	RESERVE FUND		0.00	(3,897.97)	(4,025.89)	(127.92)
12 / 21 / 2023	RESERVE FUND		0.95	0.00	0.00	0.00
12 / 21 / 2023	RESERVE FUND		0.04	0.00	0.00	0.00
12 / 22 / 2023	RESERVE FUND		0.00	(0.95)	(0.98)	(0.03)
1 / 2 / 2024	RESERVE FUND		4,026.63	0.00	0.00	0.00
1 / 3 / 2024	RESERVE FUND		0.00	(4,026.63)	(4,143.41)	(116.78)
2 / 1 / 2024	RESERVE FUND		4,007.25	0.00	0.00	0.00
2 / 2 / 2024	RESERVE FUND		0.00	(4,007.25)	(4,108.23)	(100.98)
3 / 1 / 2024	RESERVE FUND		3,733.08	0.00	0.00	0.00
3 / 4 / 2024	RESERVE FUND		0.00	(3,733.08)	(3,811.55)	(78.47)
3 / 22 / 2024	RESERVE FUND		0.00	(0.04)	(0.04)	0.00
4 / 1 / 2024	RESERVE FUND		3,982.19	0.00	0.00	0.00
4 / 2 / 2024	RESERVE FUND		0.00	(3,982.19)	(4,051.40)	(69.21)
5 / 1 / 2024	RESERVE FUND		3,845.39	0.00	0.00	0.00
5 / 2 / 2024	RESERVE FUND		0.00	(3,845.39)	(3,897.27)	(51.88)
5 / 3 / 2024	RESERVE FUND		0.00	(1,350.00)	(1,368.04)	(18.04)
6 / 3 / 2024	RESERVE FUND		3,970.22	0.00	0.00	0.00
6 / 4 / 2024	RESERVE FUND		0.00	(3,970.22)	(4,007.38)	(37.16)
7 / 1 / 2024	RESERVE FUND		3,840.66	0.00	0.00	0.00
7 / 2 / 2024	RESERVE FUND		0.00	(3,840.66)	(3,862.78)	(22.12)
8 / 1 / 2024	RESERVE FUND		3,963.14	0.00	0.00	0.00

\$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 / 18 / 2016 ISSUE DATE
8 / 18 / 2021 BEGINNING OF COMPUTATION PERIOD
8 / 17 / 2024 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.6477%	ALLOWABLE EARNINGS
8 / 2 / 2024	RESERVE FUND		0.00	(3,963.14)	(3,970.73)	(7.59)
8 / 17 / 2024	INTEREST ACCRUAL		2,156.87	0.00	0.00	0.00
		955,831.87	79,247.42	876,584.45	1,014,664.37	138,079.92
		<u>956,105.90</u>	<u>79,268.61</u>	<u>876,837.29</u>	<u>1,014,954.54</u>	<u>138,117.25</u>
	ACTUAL EARNINGS		79,268.61			
	ALLOWABLE EARNINGS		<u>138,117.25</u>			
	REBATABLE ARBITRAGE		(58,848.64)			
	FUTURE VALUE OF 8/17/2021 CUMULATIVE REBATABLE ARBITRAGE		(671,458.48)			
	FUTURE VALUE OF 8/17/2022 COMPUTATION DATE CREDIT		(2,006.13)			
	FUTURE VALUE OF 8/17/2023 COMPUTATION DATE CREDIT		(2,052.15)			
	COMPUTATION DATE CREDIT		<u>(2,070.00)</u>			
	CUMULATIVE REBATABLE ARBITRAGE		<u>(736,435.40)</u>			

SECTION V



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 12, 2024

Live Oak Lake Community Development District
c/o Governmental Management Services-CF LLC
219 E. Livingston Street
Orlando, Florida 32801

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Live Oak Lake Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the annual bond year ending August 17, 2025, is \$500, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Live Oak Lake Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

SECTION VI

COST SHARE AGREEMENT FOR IRRIGATION AND ELECTRICAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter, the “**District**”), and

HOMEOWNERS ASSOCIATION OF TWIN LAKES, INC., a Florida not-for-profit corporation, with a mailing address of 2845 Hickory Tree Road, St. Cloud, Florida 34772 (hereinafter “**Association**” and, together with District, the “**Parties**”).

RECITALS:

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**Act**”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including irrigation and hardscape improvements; and

WHEREAS, Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in the District; and

WHEREAS, the Association owns certain irrigation water meters along Nolte Road (“**Water Meters**”), as further depicted in **Exhibit A**; and

WHEREAS, the Association owns certain electrical meters (“**Electrical Meters**” and with the Water Meters, the “**Meters**”) that provide power to eight (8) water fountains, which fountains are located as identified in **Exhibit B** attached hereto (“**Fountains**”), which Fountains are owned and maintained by the District; and

WHEREAS, the water utility account (“**Water Account**”) and electrical utility account (“**Electrical Account**” and with the Water Account, the “**Accounts**”) are in the name of the Association and the Association pays the associated invoices; and

WHEREAS, the Meters serve both District-owned property and Association-owned property; and

WHEREAS, the Association has requested and the District has agreed to share the costs associated with the Accounts; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits received by the property owners and residences within the District,

the District and Association desire to enter into this Agreement to provide for the allocation of costs associated with the irrigation and electrical services, so that each party pays its respective share.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. Cost Allocation. Each party shall be responsible for its proportionate share of the utility costs on the Accounts. During the term of this Agreement, the District shall pay: (1) 65% (sixty-five percent) of the Water Account, which is reflective of the District's proportionate share of the monthly irrigation water usage costs incurred to the Association based on the acreage irrigated by the Water Meter; and (2) Four Thousand Eight Hundred Dollars (\$4,800.00) per month¹ of the Electrical Account, which is reflective of the District's proportionate share of the monthly electrical usage costs incurred to the Association. The Parties agree the allocation of costs provided herein is reflective of each Parties' proportionate share of the utility costs on the Accounts.

3. Billing and Payment. The Accounts are set up in the name of the Association and utility bills associated with the Accounts will be sent to the Association. Once the Association receives a monthly bill on the Accounts, the Association shall calculate the amount due from the District as set forth in Section 2 above and shall send an invoice to the District at the address listed in this Agreement. The District will then have thirty (30) days to submit payment to the Association at the address listed in this Agreement. Failure of the District to make timely payment of its proportionate share shall constitute a default under Section 4 of this Agreement.

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

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

6. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

¹ Amount determined based on the average monthly electrical cost of \$600 per fountain. Based on 8 fountains, the monthly cost is \$4,800, with an not-to-exceed annual cost of \$57,600.

7. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the Parties hereto.

8. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

9. **Notices.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to District: Live Oak Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Association: Homeowners Association of Twin Lakes, Inc.
2845 Hickory Tree Road
St. Cloud, Florida 34772
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on 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. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change 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.

10. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed

or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

11. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties agree that venue shall be in Osceola County, Florida.

13. Effective Date and Term. The Agreement shall be effective after execution by both Parties hereto and shall remain in effect unless terminated by either of the Parties hereto in accordance with the provisions of Section 14 of this Agreement.

14. Termination. The Association shall have the right, but not the obligation, to terminate this Agreement for default by the District if the District shall become more than ninety (90) days delinquent on its payment obligations as set forth above. In the event that the District defaults, the District shall be responsible for paying all costs incurred by the Association under Sections 4 and 5 above. In addition, either party may terminate this Agreement without cause upon sixty (60) days' notice to the other. However, as a condition precedent to the District being released from its obligations hereunder, the District must cause the District's property to be placed on a separate meter(s) connected to an account(s) in its own name and must pay for all expenses associated with such re-metering. The District shall remain obligated by the terms and conditions of this Agreement until such time as the new meter(s) and account(s) is established and all payments due under this Agreement are made.

15. Public Records. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Association shall permit such records to be inspected and copied by any person desiring to do so. Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

16. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

17. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____
Its: _____

Attest:

**HOMEOWNERS ASSOCIATION OF TWIN LAKES,
INC.**

By: _____
Its: _____

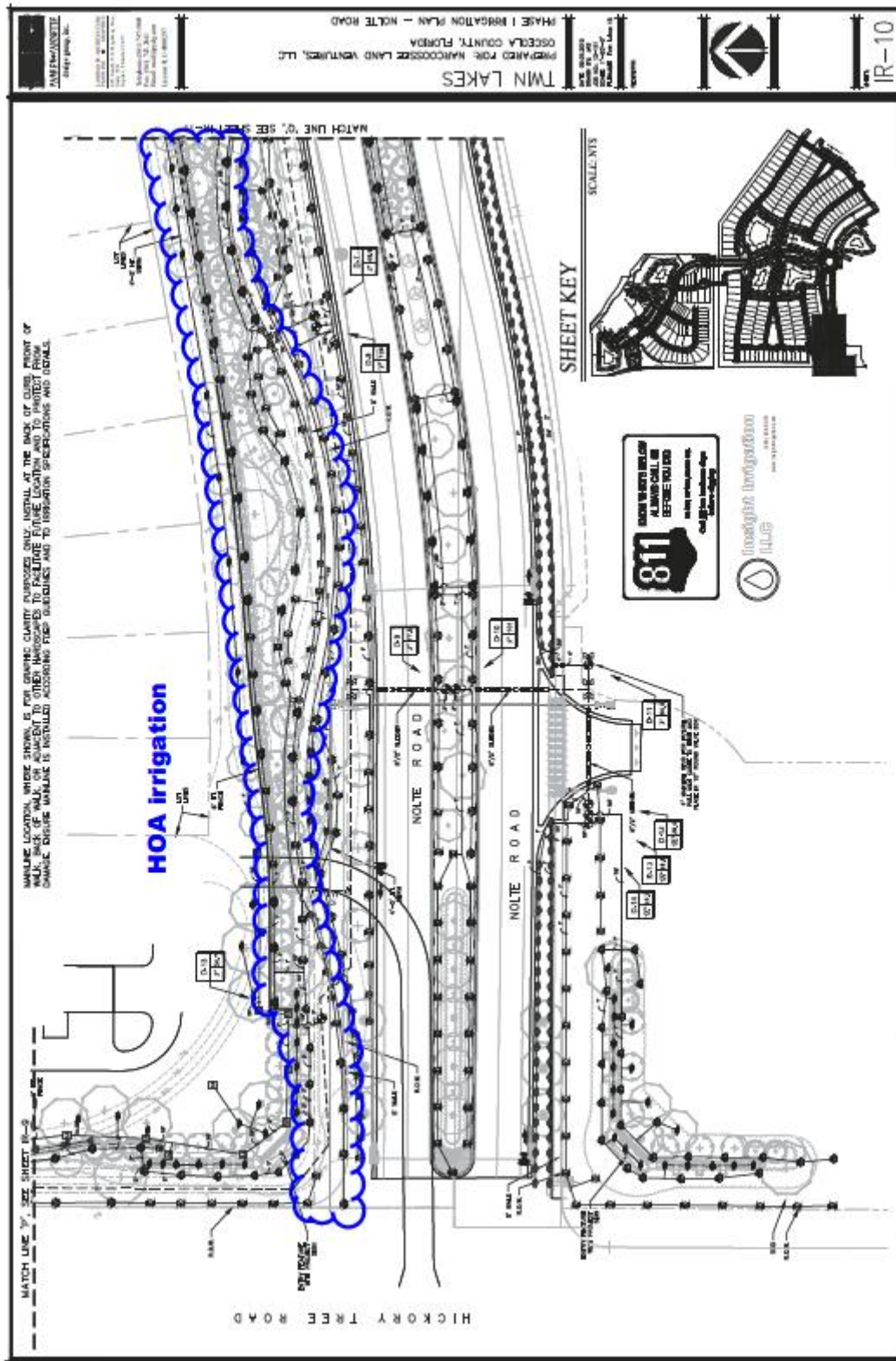
EXHIBIT A

EXHIBIT B:

As further identified in the below map, the fountains are located within the following tracts: B, C, SW-1, SW-2, SW-3, SW-4, SW-5, SW-6



SECTION VII

**TRI-PARTY AGREEMENT REGARDING DEVELOPER FUNDED/ COUNTY
OBLIGATION AGREEMENT
FOR TWIN LAKES AND THE RESERVE AT TWIN LAKES**

THIS TRI-PARTY AGREEMENT REGARDING DEVELOPER FUNDED/ COUNTY OBLIGATION AGREEMENT FOR TWIN LAKES AND THE RESERVE AT TWIN LAKES (herein, the “**Agreement**”) is made on October ____, 2024, by and between:

NARCOOSSEE LAND VENTURES, LLC, a Florida limited liability company (the “**NLV**”) whose mailing address is 283 Cranes Roost Blvd, Suite 250, Altamonte Springs, Florida 32701; and

PULTE HOME COMPANY, LLC, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the “**Pulte**”); and

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston St., Orlando, Florida (the “**District**”)

(collectively sometimes referred to herein as the “**Parties**” or individually as a “**Party**”).

RECITALS

WHEREAS, pursuant to the terms of a Purchase and Sale Agreement between NLV and Pulte having an effective date of February 1, 2024, as amended (collectively, the “**Purchase Agreement**”) on this date NLV has conveyed to Pulte the “**Conveyed Property**” described in the attached **Exhibit “A”**; and

WHEREAS, NLV, the District and Osceola County (“**County**”) have entered into a Developer Funded/County Obligation Agreement for Twin Lakes and the Reserve at Twin Lakes recorded in the Official Records of Osceola County in Book 6680, Page 289, et. seq. (the “**Nolte Road Agreement**”) which provides, inter alia, for the construction of and conveyance to the County or the District and/or the rights granted to County and the public for the use of portions of Nolte Road and stormwater ponds receiving stormwater discharge from Nolte Road and the grant by the County of mobility fee credits associated therewith; and

WHEREAS, the Parties are entering into this Agreement to allocate the rights and obligations of each Party with respect the rights and obligations granted and imposed on NLV (as the “Developer” under the Nolte Road Agreement) and the District. If and to the extent, as to Pulte and NLV, any of the provisions of this Agreement are inconsistent with the provisions set forth in the Purchase Agreement the provisions of this Agreement shall control.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **DEFINED TERMS.** The Capitalized terms not otherwise defined herein shall have the meaning set forth in the respective agreement.

3. **NOLTE ROAD EXTENSION AND POND 19.** The Parties acknowledge that the Phases 5 & 6 PSP for Twin Lakes contemplates the construction of Nolte Road eastward from its current terminus to the Nolte Road Limits of Construction, as shown on Sheet C09 of the Phases 5 & 6 PSP attached hereto as **Exhibit “B”** (the “**Nolte Road Extension**”), together with a stormwater pond identified as “**Pond 19**” as shown on Sheet C09 of the Phases 5 & 6 PSP attached hereto as **Exhibit “B”** (“**Phases 5&6 PSP-C09**”). The plat for Twin Lakes Phases 3, 5 & 6 recorded in the Official Records of Osceola County in Plat Book 35, Page 175, et. seq. (“**Plat**”), includes a separate roadway tract, Tract R-1, within which the Nolte Road Extension is contemplated to be constructed (the “**Nolte Road Tract**”). The Parties further acknowledge, pursuant to Phases 5 & 6 PSP-C09, Pond 19 is contemplated to be constructed within Tract FD-5 of the Plat adjacent to the Nolte Road Tract Extension. Pulte shall have the right, but not the obligation, to construct the Nolte Road Extension and/or Pond 19, both of which are to be constructed on portions of Phase 5 pursuant to an easement to be granted by NLV as to Pond 19 and reserved by NLV in its deed to Osceola County (the “**County**”) and assigned to Pulte as to the Nolte Road Extension if, as and when Pulte elects to construct Pond 19 and/or the Nolte Road Extension. NLV contemplates conveying the Nolte Road Tract and the Nolte Road Extension to the County by deed prior to construction of the Nolte Road Extension. If the County does not accept the deed from NLV for the Nolte Road Tract and the Nolte Road Extension prior to construction of the Nolte Road Extension, then upon completion of construction of the Nolte Road Extension, title to the Nolte Road Tract and the Nolte Road Extension shall be conveyed to the County by whichever of NLV or Pulte then owns the same. Upon completion of construction of Pond 19, title thereto, including any improvements thereon, shall be conveyed to the District by whichever of NLV or Pulte then owns same pursuant to the terms of that certain Agreement regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property between the District and NLV dated March 26, 2026 (“**Acquisition Agreement**”).

4. **NOLTE ROAD RELATED MOBILITY FEE CREDITS.** The Nolte Road Agreement provides for the County to issue mobility fee credits to the NLV and the District in certain amounts for right-of-way conveyances and stormwater improvements, all as more particularly set forth therein (collectively, the “**Mobility Fee Credits**”). As between and among the Parties, the Parties desire to provide for the issuance of the Mobility Fee Credits in the amounts and to the Parties set forth in this Section 4 below. Once an account is established for such Mobility Fee Credits, any of such Mobility Fee Credits which are to be conveyed or assigned to NLV, as provided below, may be sold by NLV to JCH Twin Lakes, LLC, other builders and Pulte. After utilizing any Mobility Fee Credits that Pulte has obtained as a result of improvements made by Pulte within Twin Lakes, including, without limitation, the Pond 19 Construction Mobility Credits and Pond 19 ROW Credits, if NLV and/or the District has established a Mobility Fee Credit account with the County that may be used for payment of any mobility fees that Pulte would otherwise owe to the County in connection with construction of homes in Twin Lakes, then Pulte is obligated to purchase Mobility Fee Credits from NLV (if and to the extent NLV has not previously sold some or all of such credits to others), which Pulte can use for payment of any mobility fees that Pulte would otherwise owe to the County in connection with construction of homes in Twin Lakes, as and when needed by Pulte and in the amount of such mobility fees then due and payable to obtain necessary permits to construct such homes. Once Pulte has utilized any Mobility Fee Credits that Pulte has obtained as a result of improvements made by Pulte within Twin Lakes and purchased any Mobility Fee Credits which NLV has available to sell, thereafter Pulte is obligated to purchase

Mobility Fee Credits from the District, to the extent the District has Mobility Fee Credits available to sell and Pulte can use such credits for payment of any mobility fees that Pulte would otherwise owe to the County in connection with construction of homes in Twin Lakes, as and when needed by Pulte and in the amount of such mobility fees then due and payable to obtain necessary permits to construct such homes. Notwithstanding anything to the contrary in this Section: (i) Pulte shall not be obligated to purchase from NLV or the District any such Mobility Fee Credits unless NLV or the District has provided all written documentation assigning or transferring any such Mobility Fee Credits to Pulte in the form acceptable to the County; (ii) Pulte shall not be obligated to purchase from NLV or the District any Mobility Fee Credits in excess of the actual Mobility Fee Credits required by Pulte in connection with the development of the property then-owned by Pulte; and (iii) the amount of such Mobility Fee Credits shall be at the rate then charged by the County, without markup or premium.

(a) Land Provided for Nolte Road Right of Way for Phases 1 and 2. The County has agreed to provide a total of \$1,412,250 in Mobility Fee Credits to NLV, representing the value of the land conveyed by NLV to the County at no cost on which the Right of Way for Phases 1 and 2 of Nolte Road to the County ("**P1 & 2 Credits**").

(b) Pond 13, 16 & 20 Construction. The County has agreed to provide Mobility Fee Credits to the District in the amount of \$116,965.73, representing 17.01% of the amount previously expended by the District to construct Ponds 13, 16 & 20 ("**Pond 13, 16 & 20 Construction Credits**").

(c) Land Provided for Ponds 13, 16 & 20. The County has agreed to provide Mobility Fee Credits in the amount of \$175,211.51, representing 17.01% of the amount the County and NLV agreed represents the value of the land provided by NLV at no cost on which Ponds 13, 16 & 20 were constructed ("**Pond 13, 16 & 20 ROW Credits**"). The Parties agree such Pond 13, 16 & 20 ROW Credits should be issued by the County directly to NLV however if the County instead initially issues such credits to the District's Mobility Fee Credit account, the District shall assign such Pond 13, 16 & 20 ROW Credits to NLV at no charge within ten (10) business days after the District receives notice it received such credits; provided however, NLV shall cover all costs, if any, related to such assignment.

(d) Pond 19 Construction. Pursuant to the Nolte Road Agreement, the County has agreed to provide Mobility Fee Credits (the "**Pond 19 Construction Mobility Credits**") to the District in an amount estimated to equal \$87,739.76 (the "**Estimated Pond 19 Construction Mobility Credits**"), representing 17.01% of the amount (\$515,812.84) (the "**Estimated Pond Cost**") expected to be expended to construct Pond 19 within Phase 5 of Twin Lakes; provided however, , in the event the actual costs incurred in connection with permitting, design and construction of Pond 19 (the "**Actual Pond Cost**") are more or less than the Estimated Pond Cost, the amount of the Pond 19 Construction Mobility Credits to be provided pursuant to the Nolte Road Agreement will be adjusted to an amount equal to 17.01% of the Actual Pond Cost approved by the County. Upon completion of Pond 19, Pond 19 and the land on which Pond 19 has been constructed will be conveyed to the District. The Party that constructs Pond 19 shall provide to the District for delivery to the County, invoices and other documentation evidencing the Actual Pond Cost incurred. The Parties hereto acknowledge the Pond 19 Construction Mobility Credits are intended to ultimately be conveyed to the Party that finances and pays for the Actual Pond Cost. Therefore, within ten (10) business days after the District receives notice it received the Pond 19 Construction Mobility Credits , the District shall assign the Pond 19 Construction Mobility Credits at no charge to whichever of Pulte or NLV actually constructed Pond 19 and expended the Actual Pond Cost ("**Assignee**"); provided however, the District shall not be

obligated to make such assignment unless (i) the Assignee completes Pond 19 and conveys the same to the District in accordance with the Acquisition Agreement; and (ii) Assignee covers all costs, if any, related to such assignment.

(e) Land Provided for Pond 19. The County has agreed to provide Mobility Fee Credits in the amount of \$103,769.51, representing 17.01% of the amount the County has agreed represents the value of the land on which Pond 19 is to be constructed (“**Pond 19 ROW Credits**”). Such Pond 19 ROW Credits should be issued to Pulte, if Pulte has then acquired Phases 5 and 6 of Twin Lakes from NLV (the “**Group 2 Closing**”) or to NLV if such Group 2 Closing has not then occurred. If issued to NLV and Pulte thereafter completes the Group 2 Closing, at such Group 2 Closing NLV shall assign the Pond 19 ROW Credits to Pulte, if then still owned by NLV, or provide a credit against the Group 2 Purchase Price equal to the value of the Pond 19 ROW Credits. If the County requires that the Pond 19 ROW Credits initially be issued to the District’s Mobility Fee Credit account, the District shall assign such Pond 19 ROW Credits at no charge to whichever of NLV or Pulte is entitled to receive the same pursuant to this Subparagraph (e) within ten (10) business days after the District receives notice it received such credits and provided such assignee covers all costs, if any, related to such assignment.

4. **Distribution of Funds Received by the District.** Any monies received by the District from the sale of any Mobility Fee Credits provided herein shall be considered Impact Fee Revenues (as defined in the District’s Resolution 2024-08) and utilized as provided in Resolution 2024-08. The property and rights conveyed to Pulte by NLV shall not be deemed to include NLV’s right to receive payments in the future from the District pursuant to Resolution 2024-08, including from both the Impact Fee Revenues and the Additional Construction Proceeds (as defined in Resolution 2024-08), provided such payments are subject to any applicable bond documents and the availability of such funds.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

6. **COUNTERPARTS.** This Agreement may be signed in counterparts, which when taken together shall constitute one and the same instrument.

(Signatures Begin on Following Pages)

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

WITNESSED BY:

Name: _____
Address: 283 Cranes Roost Blvd., Suite 250
Altamonte Spring, FL 32701

Name: _____
Address: 283 Cranes Roost Blvd., Suite 250
Altamonte Spring, FL 32701

NLV:

**NARCOOSSEE LAND VENTURES,
LLC**, a Florida limited liability
company

By:

Name: Lawrence B. Pitt
Its: Vice President and Executive
Counsel

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2024, by Lawrence B. Pitt, as Vice President and Executive Counsel of Narcoossee Land Ventures, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me.

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

(NOTARIAL SEAL)

WITNESSED BY:

Print Name: _____
Address: 300 S. Orange Ave., Ste 1600,
Orlando, Florida 32801

Print Name: _____
Address: 300 S. Orange Ave., Ste 1600,
Orlando, Florida 32801

PULTE:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Name: Max Perlman
Title: Vice President of Land
Acquisition

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2024, by Max Perlman, as Vice President of Land Acquisition of PULTE HOME COMPANY, LLC, a Michigan limited liability company, on behalf of said company. He ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

(NOTARIAL SEAL)

ATTEST:

DISTRICT:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

M. Scott Stearns, Chairman

Witness

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of October, 2024, by M. Scott Stearns, Chairman of Live Oak Lake Community Development District, who is either personally known to me, or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit "A"
Legal Description of
the Conveyed Property

Lots 211, 217, 218 and 219, Twin Lakes Phase 1, according to the plat thereof recorded at Plat Book 24, Pages 172 through 178, Public Records of Osceola County, Florida

Lots 839 through 841, inclusive, Lots 843 through 852, inclusive, and Lots 875 through 888, inclusive, of TWIN LAKES PHASE 2C, according to the Plat thereof as recorded in Plat Book 31, Page(s) 2 through 7, inclusive, of the Public Records of OSCEOLA County, Florida.

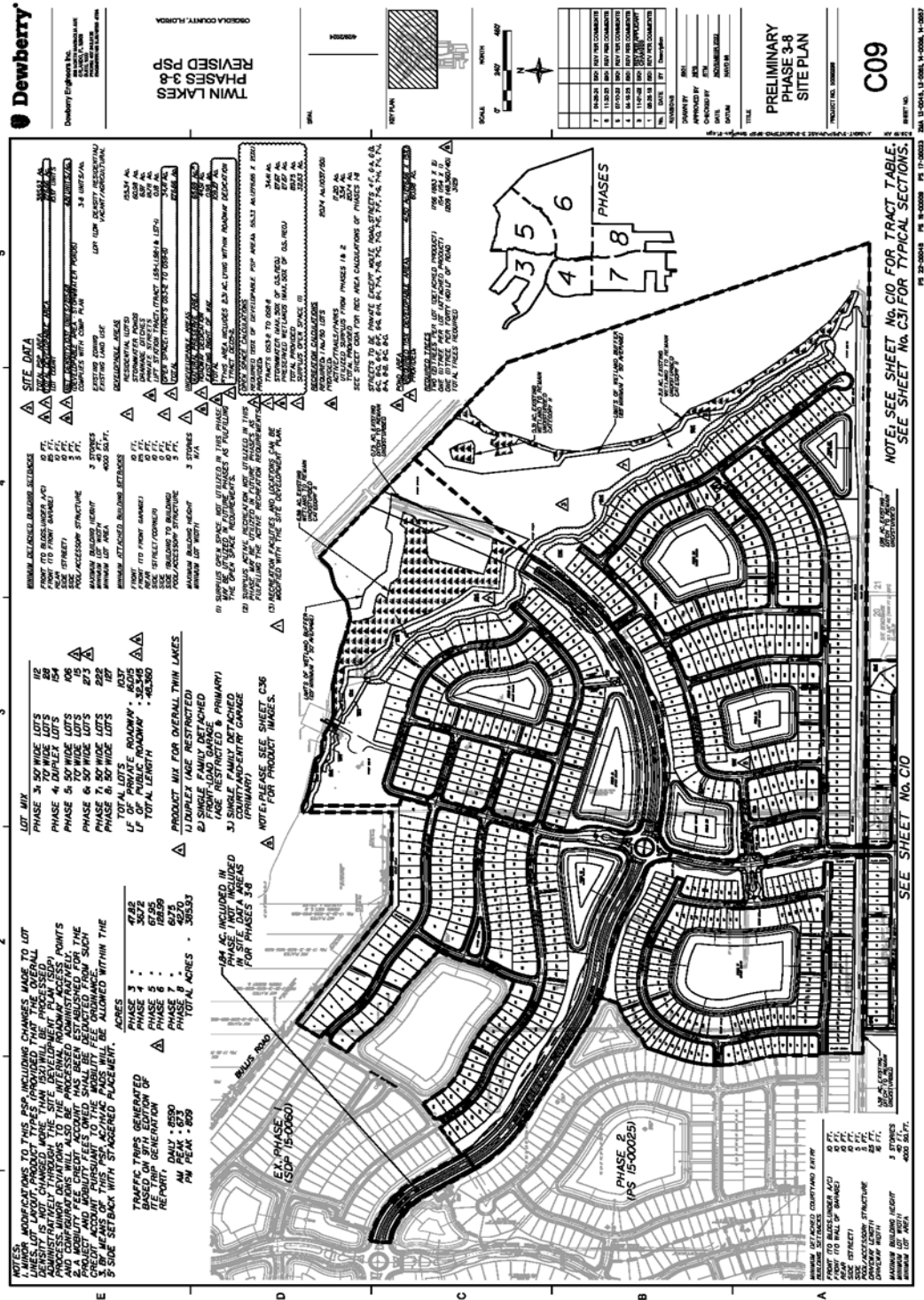
Lots 936 - 1005 inclusive of the Plat of Twin Lakes Phase 2D, recorded in the Official Records of Osceola County in Plat Book 35, Pages 110-114.

Tract FD-3 of the Plat of Twin Lakes Phases 3, 5 & 6, recorded in the Official Records of Osceola County in Plat Book 35, Pages 175 et. seq.

Lots 1355 - 1436 inclusive of the Plat of Twin Lakes Phase 4A, recorded in the Official Records of Osceola County in Plat Book 35, Pages 179, et. seq.

Lots 1437 - 1508 inclusive of the Plat of Twin Lakes Phase 4B, recorded in the Official Records of Osceola County in Plat Book 35, Pages 184, et. seq.

NOLTE ROAD IMPROVEMENTS



SECTION VIII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 9, 2024

Board of Supervisors
Live Oak Lake Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Live Oak Lake Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Live Oak Lake Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$5,200 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Live Oak Lake Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Live Oak Lake Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION IX



Proposal

Proposal No.: 299847

Proposed Date: 10/10/24

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance Jarett Wright Nolte Rd St. Cloud , FL	Stand up/Straighten Tree Not to Exceed

Terms & Conditions

This is an agreement for the contractor to complete debris removal and clean up services up to the not to exceed amount listed above. Contractor will bill for individual services at the time of completion or when the not to exceed amount has been reached. Owner and contractor may agree to increase the not to exceed amount any time. Juniper Landscaping of Florida LLC is not responsible for any secondary damage caused by removal of debris or clean up process. This includes but is not limited to damages to the surrounding areas from equipment use, property damage from debris removal, or any damage incurred at a later date from the removal of debris or cleanup process, etc. Owner may stop debris removal and or clean up services at any time by informing contractor in writing that work is to be stopped. At that time, owner will be responsible for all costs incurred regardless if debris removal and clean up is complete.

Storm Service template #3 T&M Work (v2):

- **80.00 per man hour (labor clean up, tree removal).**
- **\$345.00 per truck of debris removed.**
- **\$110.00 per hour for use of equipment (includes operator).**
- **\$65.00 staking of standard size trees/palms (cost of materials).**
- **\$95.00 staking of large size trees/palms (cost of materials), larger trees may have additional charges.**
- **\$4,500.00 Per Arbor Crew and Equipment for Day.**
- **First hour must be a full hour charge, half hours thereafter rounded up.**

Examples:
45m = 1 hour
1 hour 20 mins = 1.5 hours
1 hour 45 mins = 2 hours

ITEM	QTY	UOM	TOTAL
Storm Clean up			\$5,400.00
Storm Clean Up Labor	30.00	HR	
Machine w/Operator - Storm Clean-up	10.00	HR	
Storm - Large Tree Palm Stake (Materials Only)	20.00	EA	
Total:			\$5,400.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.


DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signed by:

Chairman Live Oak Lake CDD

Signature Representative

Date

2024-10-15

SECTION X

SECTION C

Live Oak Lake CDD

Field Management Report



November 6th, 2024

Jarett Wright

Field Manager

GMS

Landscaping Update

Landscape Items

- ✚ No major damage to report from the hurricane. Fallen trees were stood up and debris cleanup was conducted by Juniper.
- ✚ New sod has been installed in all areas.
- ✚ Oak tree pruning along Nolte Blvd is currently ongoing.



Aquatics / Fountain Repairs

- ✚ The fountain located adjacent to the clubhouse tennis courts is having a flow output issue. Vendor is investigating.
- ✚ 22 Acres of Gambusia fish and Ghost Shrimp were stocked in the ponds to help mitigate the midge problem.
- ✚ Spray treatments are continuing to be performed by Clarke Environmental until January. These ponds will be monitored for the duration and treatments reevaluated at that time.



Hurricane Milton Repairs

Hurricane Damage

- ✚ A few signs at the first Nolte Blvd roundabout have fallen off and will be reinstalled.
- ✚ The Tract SW-5 overflow box skimmer is damaged and the repairs have been scheduled.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at JWright@gmscfl.com. Thank you.

Respectfully,
Jarett Wright

SECTION 1

SECTION a.

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Date of Issue: September 13th, 2024 at 9:00 a.m.
Due Date: September 27th, 2024 at 11:00 a.m.

PROJECT MANUAL
TABLE OF CONTENTS

- I. PUBLIC NOTICE
- II. INSTRUCTIONS TO PROPOSERS
- III. EVALUATION CRITERIA
- IV. AFFIDAVIT REGARDING PROPOSAL
- V. PROPOSAL FORMS
PROPOSAL SUMMARY SHEET
PART I – GENERAL INFORMATION
PART II – PERSONNEL AND EQUIPMENT
PART III – EXPERIENCE
PART IV - PRICING
SIGNATURE PAGE
- VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND
PURCHASING, E-VERIFY, AND NON-COLLUSION
- VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
AGREEMENT

Exhibit A – Scope of Services
Exhibit B – Landscape Maintenance Map
Exhibit C – Fee Summary
Exhibit D – Form of Work Authorization

I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Notice is hereby given that the Live Oak Lake Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to jwright@gmscfl.com and csmith@gmscfl.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have registered.

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than September 27th, 2024 at 11:00 a.m. (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the packets release. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at **11:00 a.m. (EST), September 27th, 2024**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Live Oak Lake Community Development District
Tricia Adams, District Manager

II. INSTRUCTIONS TO PROPOSERS

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Osceola County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“Proposals”) must be received from interested parties (“Proposer(s)”) no later than **September, 27th, 2024, at 11:00 a.m. (EST)**, at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith & Jarett Wright.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
September 13 th , 2024	RFP Notice is issued.
September 13 th , 2024 at 9:00 a.m.	RFP package available for download upon request. (“Proposal Pick-Up Time”)
September 13 th , 2024 to September 27 th , 2024	Site is available for inspections and bidder review.
None at this time.	Pre-proposal meeting.
September 23 rd , 2024 at 5:00 p.m.	Deadline for questions.
September 27 th , 2024 at 11:00 a.m.	Proposals submittal deadline.
September 27 th , 2024 at 11:00 a.m.	Public meeting to open bids.
October 2 nd , 2024 at 2:30 p.m.	Board Meeting to evaluate proposals received.

3. **PRE-PROPOSAL MEETING.** There will be no pre-proposal meeting for this project.

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

6. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

Notwithstanding the foregoing, the Proposer is hereby specifically notified and informed that the following provisions of Florida law apply to this RFP, the Project Manual, and the contract to be executed in connection with the RFP:

A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;

B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;

C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and

E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

F. Section 787, *Florida Statutes*, titled *Human Trafficking*.

7. PROJECT MANUAL. The "Project Manual" and any addenda thereto, will be available from the District's Manager by sending an email to jwright@gmscfl.com beginning **September 13th, 2024 at 9:00 a.m.**

8. Responsible Vendor Determination. Proposer is hereby notified that Section 287.05701, *Florida Statutes*, requires that the District may not request documentation of or consider

II. INSTRUCTIONS TO PROPOSERS

a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at clsmith@gmscfl.com and Jarrett Wright at jwright@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions

or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **September 23rd, 2024, at 5:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Live Oak Lake Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened **September, 27th, 2024, at 11:00 a.m. (EST)**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

II. INSTRUCTIONS TO PROPOSERS

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant

information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about November 3, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims,

damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender

shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No

I be entitled to recover any costs of proposal preparation from the District
 e of any protest.

II. INSTRUCTIONS TO PROPOSERS

III. EVALUATION CRITERIA

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on October 2, 2024, at 2:30 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida

COUNTY OF Orange

Before me, the undersigned authority, appeared the affiant, Juan P Ramirez, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager for Blade Runners Orlando LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated 9-17-24

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

V. PROPOSAL FORMS

PROPOSAL FORM FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before September 27, 2024 at 11:00am (EST)

TO: Live Oak Lake Community Development District

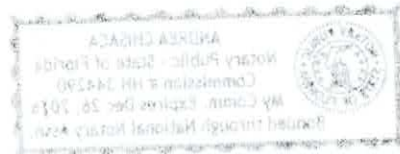
FROM: Blade Runners Commercial Landscaping Orlando LLC
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Live Oak Lake Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page



relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

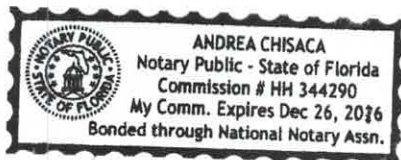
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 22 day of September, 2024.

Proposer: BladeRunners Commercial Landscaping
By: Juan P. Ramirez Orlando, FL
Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of September, 2024, by Juan Ramirez of BladeRunners Commercial Landscaping, who is ☐ personally known to me or ☒ who has produced R562-435-73-057-0 as identification, and ☐ did or ☐ did not take the oath.



Notary Public, State of Florida
Print Name: Andrea Chisaca
Commission No.: _____
My Commission Expires: _____

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

I, Juan P. Ramirez REPRESENTING Blue Runners commercial Landscaping
Company and/or Corporation ("Proposer"), agree to furnish the services required in the Orlando UG
scope/specifications at the following prices:

I. **Contract Proposal Amount:** \$ 260,408
*(Please provide an average of
all five years of pricing)*

Annual Total, Year 1: \$ 260,408

Annual Total, Year 2: \$ 265,616

Annual Total, Year 3: \$ 270,928

Annual Total, Year 4: \$ 276,347

Annual Total, Year 5: \$ 281,873

II. **Proposer Information**

NAME OF PROPOSER: Blue Runners commercial Landscaping Orlando UG

ADDRESS: 19 N Texas Ave Orlando, FL 32805

PHONE: (407) 306 0600 FAX: _____

SIGNATURE: _____

PRINTED NAME: Juan P. Ramirez

TITLE: Manager

DATE: 9-22-24

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Blade Runners commercial landscaping orlando llc

Street Address 19 N texas Ave

P. O. Box (if any) _____

City Orlando State FL Zip Code 32805

Telephone 407 306 0600 Fax no. _____

1st Contact Name Juan P Ramirez Title Manager

2nd Contact Name Robert Clark Title Manager

Parent Company Name (if any) N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• *Company Standing:*

Proposer's Corporate Form: LLC
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida. Date 12/07/2020

Is the Proposer in good standing with that State? Yes X No _____

If no, please explain _____

authorized to do business in Florida? Yes X No

If no, please explain

- *What are the Proposer's current insurance limits?*

General Liability	\$ 2,000 000
Automobile Liability	\$ 1,000 000
Workers Compensation	\$ 1,000 000
Expiration Date	

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Florida

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address 19 N Texas Ave

P. O. Box (if any) _____

City Orlando State FL Zip Code 32805

Telephone 407 306 0600 Fax no. _____

1st Contact Name Juan P. Ramirez Title Manager

2nd Contact Name Jorge A Ramirez Title Manager

- Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

<u>1</u>	Supervisors, who will be onsite <u>2</u> days per week;
<u>1</u>	Technical personnel, who will be onsite <u>1</u> days per <u>year</u> ; and
<u>5</u>	Laborers, who will be onsite <u>3</u> days per week.

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: Jorge A Ramirez

Position / Certifications: PEST CONTROL

Duties / Responsibilities: Pesticide, herbicide, application

% of Time to Be Dedicated to This Project: 50 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: PEST control / Brighton Lakes CDD

Contact: Marcial Rodriguez Contact Phone: 917 9031877

Project Type/Description: Brighton Lakes CDD Maintenance

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

E - Verify

Criminal Background check

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

DATE: 9-22-24

Provide the following information for key officers of the Proposer and parent company, if any.

[illegible]

DATE: 09-22-24

4876-9932-0876.5

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Blue Runners (Commercial Landscaping Orlando LLC) DATE: 9-22-24

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	Rider Mowers 60"	1	19 N TEXAS AVE
2	Ride standers 60"	1	19 N TEXAS AVE
3	weed Eaters	1	19 N TEXAS AVE
3	Edgers	1	19 N TEXAS AVE
2	Head trimmers	1	19 N TEXAS AVE
4	Blowers	1	19 N TEXAS AVE

**PROPOSAL FORM
PART III – EXPERIENCE**

- Has the Proposer performed work for a community development district previously?
Yes ☒ No ☐

If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Brighton Lakes CDD

Contact: Marciel Rodriguez Contact Phone: 917 903 1397

Project Type/Description: CDD

Dollar Amount of Contract: \$ 23,000 a Month

Scope of Services for Project: Maintenance (pest control, irrigation tree trimming)

Dates Served: M - T - W.

- List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:

2023 = \$ 3' 500.000

2022 = \$ 3' 400.000

2021 = \$ 3' 100.000

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Villa Sol

Contact: Heinun Perez Contact Phone: 910 - 587-6554

Project Type/Description: CDD areas and HOA

Dollar Amount of Contract: \$ 29,000 a Month

How was the project similar to this project? size of the community and the service required

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All included

List of equipment used on site: 2 riders mowers 60", 1 ride standard 36"
3 edgers, 3 weed eaters, 2 Head trimmers,
4 blowers

List of subcontractors used: N/A

Is this a current contract? Yes X No

Duration of contract: 2 years and 6 months

- *(Information regarding similar projects – continued)*

Project Name/Location: tapestry CDD and HOA

Contact: Bob Price Contact Phone: 407 301 2214

Project Type/Description: CDD and HOA

Dollar Amount of Contract: \$ 30,000 a Month

How was the project similar to this project? Size and service required

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): all included

List of equipment used on site: 2 rider Mowers 60", 1 ride standard 60"
3 edgers, 3 weed eaters, 2 Head trimmers
4 blowers

List of subcontractors used: N/A

Is this a current contract? Yes ☒ No ☐

Duration of contract: 3 years

- (Information regarding similar projects – continued)

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ☐ No ☐

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ___ No ☒ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ☒*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ☒

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ___ No ☒ *If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

N/A

- List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

N/A

- Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:

Identify the Case # and Tribunal: N/A

Describe the Nature of the Action:

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

N/A

- Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:

N/A

- Has the Proposer or any of its affiliates (parent/s or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (☐) No (☐) If yes, please explain:

N/A

N/A

N/A

PROPOSAL FORM PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Live Oak Lake CDD Landscape Fee Summary

Contractor: Blade Runners Commercial Landscaping Orlando, LLC

Property: Live Oak Lake CDD

Address: 19 N Texas Ave, Orlando, FL 32805

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-360-0600

Phone: 407-750-3599

Fax:

Contact:

Contact: JWright@gmscfl.com

Email: juan@bladerrunnersorlando.com

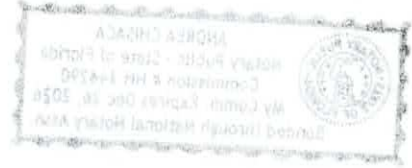
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL S													
(Schedule A	10,041	10,041	10,041	25,101	20,081	20,081	25,101	25,101	20,081	25,101	10,041	10,041	\$210,852
Mowing/De													
TURF CARE	1,200		1,000		800		800		1,000		1,200		\$6,000
(Schedule B													
Bahia/St Aug													
TREE/SHRU		250		250		250		250		250		250	\$1,500
(Schedule C													
Tree/Shrub													
BED DRESS													
(Schedule B					12,000						7,200		\$19,200
Per Yard Pricing:					250						150		
PALM TRIM					7,000						7,000		\$14,000
(Schedule B													
ANNUAL CH													\$0
(Schedule B													
Per Annual Pricing:													
IRRIGATION	738	738	738	738	738	738	738	738	738	738	738	738	\$8,856
(Schedule D													
TOTAL FEE	\$11,979	\$11,029	\$11,779	\$26,089	\$40,619	\$21,069	\$26,639	\$26,089	\$21,819	\$26,089	\$26,179	\$11,029	\$260,408

Flat Fee Sc	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$260,408
-------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------

Essential S	\$227,208
Mowing/De	
Extra Servi	\$33,200
Annual Ch	
TOTAL	\$260,408.00

6. Bed Dressing - Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.
7. Palm Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)



PROPOSAL FORM
SIGNATURE PAGE

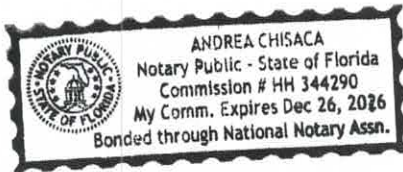
Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Blade Runners Commercial Landscaping Orlando, LLC and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 22 day of September, 2024.

Proposer: Blade Runners Commercial Landscaping Orlando, LLC
By: Juan P. Ramirez
Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 22 day of September, 2024, by Juan Ramirez of Blade Runners Commercial Landscaping Orlando, LLC, who is ☐ personally known to me or ☒ who has produced B562-435-73-057-0 as identification, and ☐ did or ☐ did not take the oath.



Andrea Chisaca
Notary Public, State of Florida
Print Name: Andrea Chisaca
Commission No.: _____
My Commission Expires: _____

**VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES AGREEMENT**

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22 day of September 2024, by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

Black Runners Commercial Landscaping Orlando LLC, a Florida 19 N Texas Ave. ("Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A ("Work")**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B ("Landscape Maintenance Area")**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in

**VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING
AND RELATED ITEMS**

***THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

Name of Proposer: Blue Runners Commercial Landscaping Orlando LLC ("Proposer")

I am over eighteen years of age, am an officer or representative of the Proposer, and are authorized to make this affidavit on behalf of the Proposer and its owner, directors, and officers. The following information is given from my own personal knowledge. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

☐ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are

Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. Rain Days. In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

I STATE THAT I AND THE NAMED FIRM OF THE PROPOSER UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT AND WILL BE RELIED ON BY THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT FOR WHICH OUR PROPOSAL IS SUBMITTED. I UNDERSTAND AND MY FIRM UNDERSTANDS THAT ANY MISSTATEMENT IN THIS AFFIDAVIT IS, AND SHALL BE TREATED AS, FRAUDULENT CONCEALMENT FROM THE DISTRICT OF THE TRUE FACTS RELATING TO THE SUBMISSION OF PROPOSALS FOR THIS WORK.

The foregoing SWORN STATEMENT is dated this 22 September, 2024.

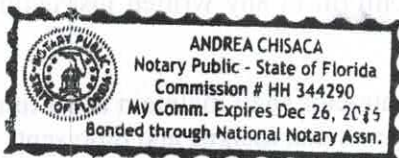
Juan P Ramirez
Signature of Authorized Signatory of Proposer

Print Name: Juan P. Ramirez

Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this September 22, 2024, by Juan Ramirez of 7562-435-73-057-0, who is ☐ personally known to me or ☒ who has produced as identification, and ☐ did or ☐ did not take the oath.



Andrea Chisaca
Notary Public, State of Florida
Print Name: Andrea Chisaca
Commission No.: _____
My Commission Expires: _____

active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or

to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking (Fla. Stat. 787.06)

1. I understand that the Proposer must comply with Section 787.06, *Florida Statutes*, in order to enter into an agreement with a governmental entity.
2. The Proposer does not currently, and will not for the duration of the agreement, use coercion for labor or services as defined in Section 787.06, *Florida Statutes*.
3. This declaration is made pursuant to Section 92.525(1)(c), *Florida Statutes*. I understand that making a false statement in this declaration may subject me to criminal penalties

[Signature page follows]

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from October 1, 2024, to September 30, 2025 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars (\$_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. ***Attorneys' Fees.*** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. 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 the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District:

Live Oak Lake
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Blue Runners Commercial Landscaping
Orlando LLC
190 Texas Ave Orlando FL 32805
Attn: Juan P. Ramirez

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on 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. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change 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.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

N. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. **Scrutinized Companies Statement.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. **E-Verify.** The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. **STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the "**Agreement**"), by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the "**District**"), and

_____, a Florida _____, with an address of _____
("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "**Additional Services**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$ _____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

Contractor: Property: Live Oak Lake CDD
Address: 219 E. Livingston St.
 Orlando,
 Florida,
 32801
Phone: 407-750-3599
Contact: JWright@gmsscfl.com
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing													\$0
TURF CARE (Schedule B) Bahia/St Augustine Fert													\$0
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert													\$0
BED DRESSING - Estimate mulch yds (Schedule E - B.) Per Yard Pricing					Mulch Yds						Mulch Yds		\$0
PALM TRIMMING (Schedule E - C.) Per Palm Price													\$0
ANNUAL CHANGES - None at this time (Schedule E - A.) Per Annual Pricing													\$0
IRRIGATION MAINT. (Schedule D)													\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0												
Extra Services Annual Changes, Palm Pruning, Mulch	\$0												
TOTAL	\$0.00												

Live Oak Lake CDD Landscape Fee Summary

Contractor: Blade Runners Commercial Landscaping Orlando, LLC

Property: Live Oak Lake CDD

Address: 19 N Texas Ave, Orlando, FL 32805

Address: 219 E. Livingston St.

Orlando,
Florida,
32801

Phone: 407-360-0600

Phone: 407-750-3599

Fax:

Contact:

Contact: JWright@gmscf.com

Email: juan@bladerunnersorlando.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL S													
(Schedule A	10,041	10,041	10,041	25,101	20,081	20,081	25,101	25,101	20,081	25,101	10,041	10,041	\$210,852
Mowing/De													
TURF CARE													
(Schedule B	1,200		1,000		800		800		1,000		1,200		\$6,000
Bahia/St Aug													
TREE/SHRU													
(Schedule C		250		250		250		250		250		250	\$1,500
Tree/Shrub													
BED DRESS													
(Schedule B					12,000						7,200		\$19,200
Per Yard Pricing:					250						150		
PALM TRIM													
(Schedule E					7,000						7,000		\$14,000
ANNUAL CH													
(Schedule F													\$0
Per Annual Pricing:													
IRRIGATION													
(Schedule D	738	738	738	738	738	738	738	738	738	738	738	738	\$8,856
TOTAL FEE	\$11,979	\$11,029	\$11,779	\$26,089	\$40,619	\$21,069	\$26,639	\$26,089	\$21,819	\$26,089	\$26,179	\$11,029	\$260,408

Fiat Fee Sc	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$21,701	\$260,408
-------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------

Essential S	\$227,208
Mowing/De	
Extra Servi	\$33,200
Annual Ch	
TOTAL	\$260,408.00

Exhibit A: Scope of Services

LIVE OAK LAKE CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"-3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

January: Winter fertilization, broadleaf weed control and disease control

March: Spring granular fertilization, broadleaf weed control, insect, and disease control

May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control

October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.

July/August: Minor nutrient blend with insect/disease control.

October: Disease control as needed December: Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.

March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.

April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.

May: Fertilization

June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.

August: spot treat weeds as necessary, inspect/treat fungal activity.

September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.

November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.

December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

Exhibit B: Landscape Maintenance Map

Exhibit B: Landscape Maintenance Map

The map shows the location of the landscape maintenance area, which is located in the center of the property. The area is bounded by the street to the north and the property line to the south. The map also shows the location of the existing landscape features, including the trees, shrubs, and lawn. The map is intended to provide a visual representation of the landscape maintenance area and the existing features, and to show the location of the proposed maintenance work.

The map is divided into two main sections: the existing landscape features and the proposed maintenance work. The existing landscape features are shown in green, and the proposed maintenance work is shown in yellow. The map also includes a legend, which defines the symbols used to represent the different features and work areas.

The map is intended to be used by the property owner and the landscape maintenance contractor to plan and coordinate the maintenance work. The map should be updated regularly to reflect any changes to the landscape features or the proposed maintenance work.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

Activate each zone of the system.

Visually check for any damaged heads or heads needing repair.

Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.

Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.

Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.

Leave areas in which repairs or adjustments are made free of debris.

Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.

Contractor will provide a written report of the findings by zone. Qualifying Statements

Repairs

Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.

Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.

Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.

Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days.

Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty.

Exclusions to this warranty would be freeze, theft, or vandalism.

Live Oak Lake Community Development District

Addendum #1 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

September 17, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: Is a district staff representative able to meet on site for a property review?

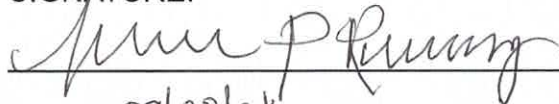
A1: The site is available for inspection at any time by bidders from September 13th - 27th, 2024. District staff members will not be participating in any site reviews with bidders, and bidders are expected to perform these inspections on their own and use the bid packet information to generate their proposal. Any additional questions need to be submitted in writing by email to Jarett Wright - jwright@gmscfl.com, and Clayton Smith - clsmith@gmscfl.com.

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

Blade Runne is Commercial Landscaping Orlando, FL

SIGNATURE:

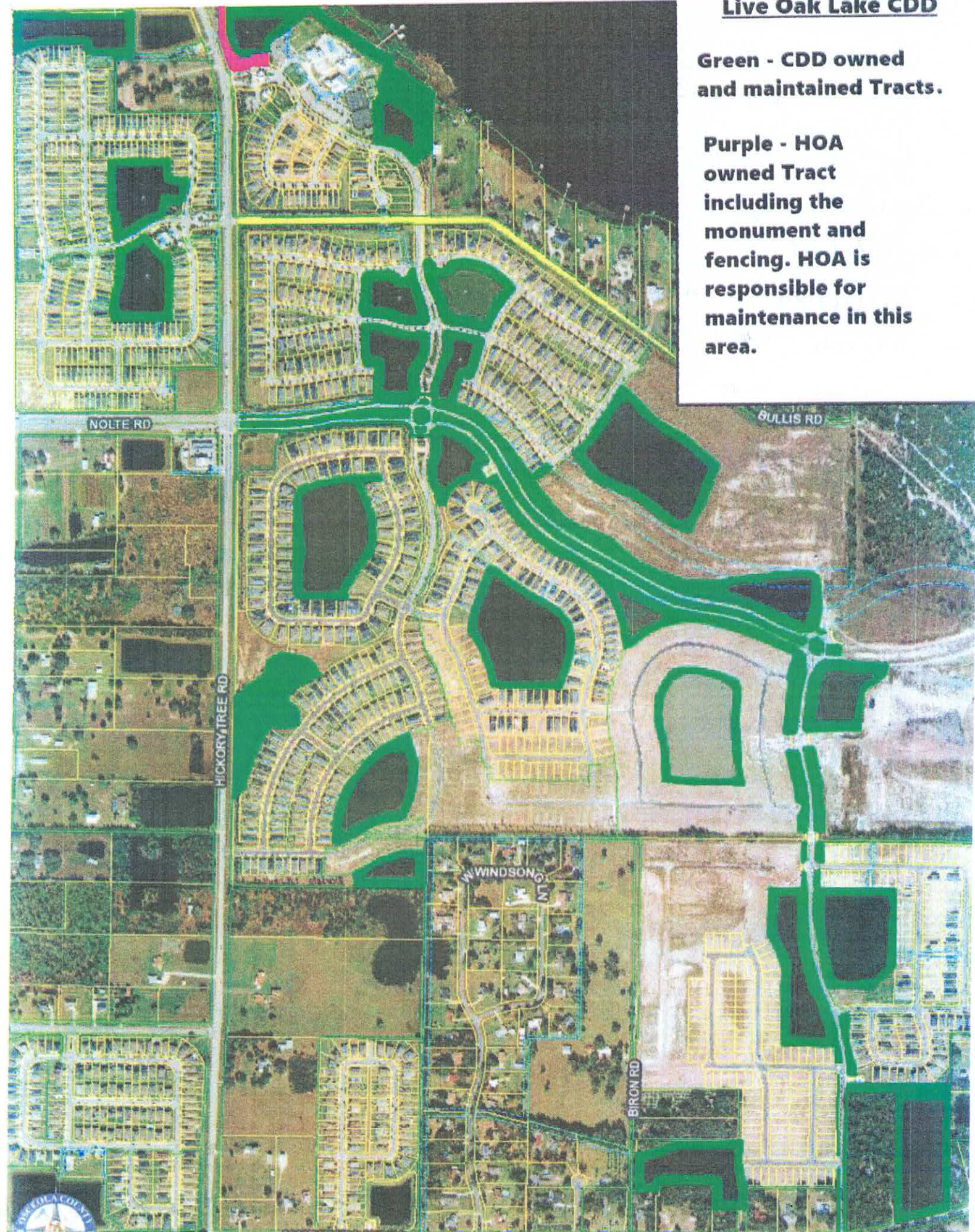


DATE: 09/22/24

Live Oak Lake CDD

**Green - CDD owned
and maintained Tracts.**

**Purple - HOA
owned Tract
including the
monument and
fencing. HOA is
responsible for
maintenance in this
area.**



SECTION b.



LIVE OAK LAKE CDD MAINTENANCE PROPOSAL

GOVERNMENTAL MANAGEMENT SERVICES- CENTRAL FLORIDA, LLC

219 EAST LIVINGSTON STREET

ORLANDO, FL 32801

ATTENTION:CLAYTON SMITH

QUALITY IS OUR CORNERSTONE





OVERVIEW



OUR STORY

With a family business backed by three generations, the Princes are no stranger to the construction industry. Since a young age, current Owner/President, Ian Prince, was surrounded by the trade, working alongside his father as the Prince family built their name in landscape and construction in Central Florida. Formerly known as Prince Land Services, Ian later renamed the company to Prince and Sons, Inc., to better capture the future family generations, namely Ian's sons, Stetson and Jagger.

As a family-oriented business, Prince and Sons is run on true southern hospitality and manners. We realize that creating loyal customers not only requires quality service but also thoughtful and intentional relationships. It's what sets us apart from being average, and we are grateful for our unwavering clients.



OUR TEAM



IAN PRINCE
Owner / President

Ian was Born in Winter Haven and has lived in Central Florida his whole life. He grew up working under his parents in the green industry and hopes to pass that down to his two boys one day. Starting out at such a young age, he has a lot of hands-on knowledge and that has helped him to grow his company to what it is today!



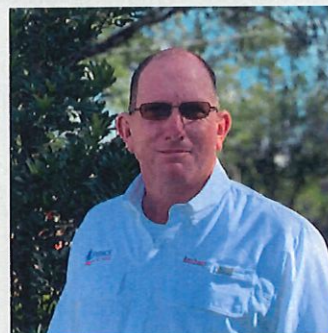
LUCAS DEAN MARTIN
Vice President of Landscape Maintenance

For 20 years Lucas has been in the green industry. After graduating with a Horticulture/ Plant Sciences degree from the University of Missouri he began in golf course maintenance before transitioning into commercial and community maintenance. Lucas' experience with contractors and developers makes him an asset in every aspect of the job.



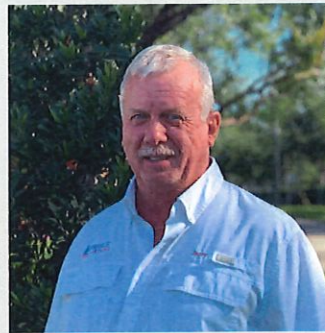
JAMES SMITH
Landscape Maintenance Operations Manager

After retiring from a 22-year career in the Marine Corp, James has been in the green industry as an Account and Operations Manager for the last 15 years. James and his 3 kids have called Central Florida home ever since relocating from Texas.



ANTHONY SANDRETTO
Fertilization & Pest Control Manager

Anthony has been in the landscape industry since moving to Central Florida in 2001 from Wisconsin. Anthony has many certifications like being a Florida Certified Horticultural Professional, Florida Water Star Certified, and Certified Pest Control Operator, among others.



JERRY ROBERSON
Irrigation Manager

Since relocating from Georgia in 2001, Jerry and his wife of over 40 years have called Central Florida home. He has extensive irrigation education, certifications, and knowledge.

Some of his expertise and certifications are in 2-wire system maintenance and design, Water Star irrigation, pump installation, and much more.



BRIAN HUSEMAN
Irrigation Maintenance Manager

Brian moved to Florida from Indiana with his wife and 2 sons in 1983. He has 10 years' experience in irrigation maintenance for commercial and residential properties with expert knowledge in various operating systems, especially 2-wire systems. Dedication and pride in accurate and timely work define Brian's character.

OUR CORE VALUES

Respect is not something we take lightly, and we make it a core value in how we treat both our clients and our employees. As a staff member, we never miss a chance to incentivize performance and show appreciation for hard work.

We are proud to have several employees who have been with the company for more than 20 years, as a result.

SAFETY

Managing safety in a fast-paced workplace environment should not be a one- person-job. But it can feel that way, especially if you're being asked to do more with less because of recent global events.

OUR SAFETY MANAGEMENT SOLUTION BRINGS TOGETHER:

- Incident, Near Miss and Hazard Reporting & Management
- Action Management & Analytics
- Inspections
- Meetings
- A full training program at "Prince and Sons University"



AREAS OF EXPERTISE



COMMERCIAL LAWN MAINTENANCE

We have been a leading commercial lawn maintenance company for 26 years and boast the ability to tackle every aspect of lawn care for a wide range of clients. Whether it's leading property management and homeowner associations, college campuses or golf courses, we understand the importance and value of a well-maintained, beautiful landscape.



BRICK PAVERS

We are one of Polk County's premier brick paver contractors. Over our 15 years of installing brick pavers, we've secured hundreds of satisfied customers. We understand outdoor living is fundamental aspect to living in Florida, which is why we offer a wide selection of tools to enhance your time outside, including pool decks, patios, fire pits, outdoor kitchens and more!



LIGHT CONSTRUCTION

Prince and Sons can provide and assist in your residential home building with clearing, backfilling, final grades and driveway cut-outs. We currently work with many of Central Florida's leading residential contractors, and also provide hauling and clearing for residential customers.



IRRIGATION & WATER MANAGEMENT

Commercial irrigation systems are sophisticated technology that requires special certifications to install and operate. The key is to choose irrigation installation and maintenance experts who have comprehensive knowledge and expertise. From older systems that are frequently in need of repairs and updates to the installation of the latest technology, you want a company that can handle it all.



COMMERCIAL TREE CARE

Proper care of your trees is an investment that will lead to substantial returns, such as reducing air conditioning costs, controlling erosion, and shielding your property from damaging winds. Our experts help protect your trees throughout their lifespan including damage due to storms and lightning.

PROPERTY NEEDS

Maintaining a property is not just “mowing and blowing” at Prince and Sons. Our team integrates a full **BMP (Best Management Practices) Program** to make the property look its best. This program addresses the most important aspects of plant health.

THESE PLANT HEALTH PRACTICES INCLUDE:

①

The Plant Enhancement Team makes sure that all aspects of the environment are included to make recommendations to the client to get the right plant in the right place while still providing the aesthetics that the client prefers. The long-term value of a landscape depends on how well it performs for its objectives.

Performance is often directly related to matching a site’s characteristics and a client’s desires with plant requirements. Therefore, the first step in selecting plants for a landscape is to conduct a site evaluation, which may consist of studying planting site characteristics such as the amount of sun or shade, soil type, pH, soil compaction, slope, and water drainage. These characteristics will most likely differ between areas on the same property.

②

The Irrigation/ Water Management Team knows that the most important thing to keeping plants healthy is providing proper irrigation practices. Using proper irrigation system design, installation, management, and maintenance practices provides a multitude of benefits. These benefits include saving money, using irrigation efficiently, a healthy and more drought and pest-resistant landscape, and protecting the state’s water resources. By understanding the irrigation system, Prince and Sons can save the client money and help protect ground water supplies and water quality. Proper maintenance extends the life of an irrigation system and helps it to perform optimally. Maintenance begins with a visual observation of the system and the plants. Brown spots, unnaturally green grass, certain types of weeds, and soggy spots are indicators of problems.



3

The Fertilization/ Pest Control Team is one of the key management practices in establishing and maintaining healthy, actively growing turf grass. The desires and budget of the individual owner/ HOA often dictate the level of fertility management. Integrated Pest Management (IPM) is part of each property for Prince and Sons. This method will include reducing pest management expenses, conserving energy, and reducing the risk of exposure to people, animals, and the environment. Its main goal, however, is to reduce pesticide use by using a combination of tactics to control pests, including cultural, biological, genetic, and chemical controls.

4

The Maintenance Team will continuously serve your property with the same crew leaders and team to provide a clean, professional, and healthy appearance to the property that will improve the enjoyment of the residences and property values.

Mowing is an important maintenance operation. Mowing at the correct height increases turf density and root health and suppresses weeds. A dense turf impedes storm water runoff. A healthy root system ensures that water and nutrients are absorbed and not wasted. Fewer weeds mean less need for herbicides. Clean, well- kept, weed-free mulch beds and properly manicured landscape plants/ trees will be part of any maintenance plan. Seasonal color is always a nice touch.



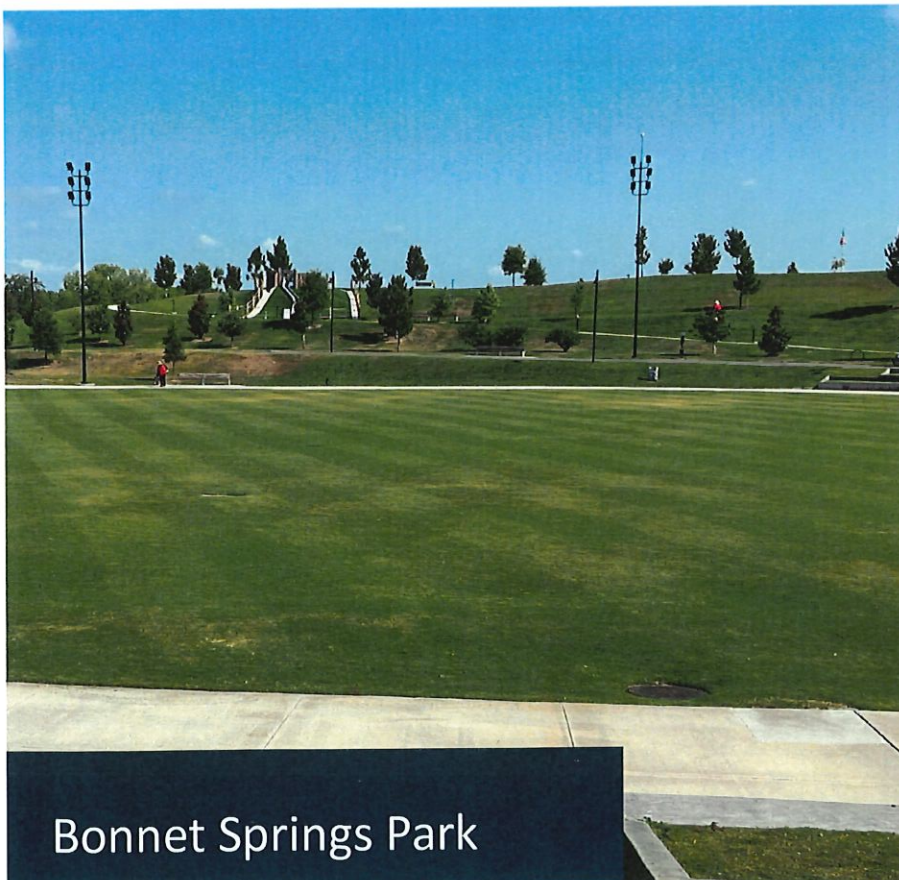
REFERENCES

Winter Garden Village

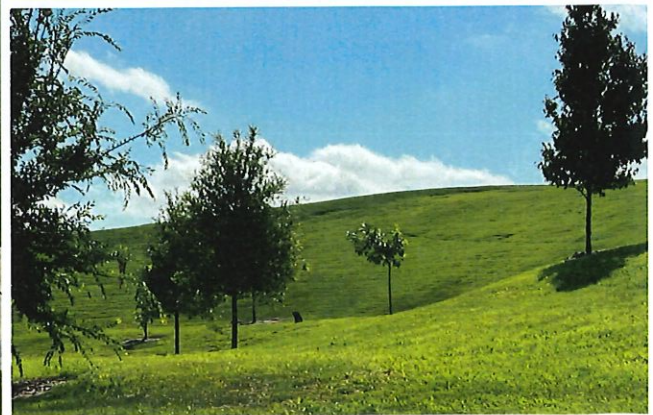
Prince and Sons is a professional, consistent, and reliable landscape maintenance company. They always leave the jobs clean and complete. The health of our plants has consistently improved as P&S has properly maintained, fertilized and irrigated. What may separate them more than anything is their customer service. They are accommodating, respectful, and responsive to our needs.

We highly recommend Prince and Sons for all of your landscaping, irrigation, and maintenance needs.

Kerri A. Ryan, LEED GA *Director of Property Management SITE Centers Corp.*



Bonnet Springs Park





RiverCrest



Riverstone



Hampton Lakes



MAINTENANCE PROPOSAL



PROJECT MANUAL

FOR

**LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES**

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Date of Issue: September 13th, 2024 at 9:00 a.m.
Due Date: September 27th, 2024 at 11:00 a.m.

PROJECT MANUAL
TABLE OF CONTENTS

- I. PUBLIC NOTICE
 - II. INSTRUCTIONS TO PROPOSERS
 - III. EVALUATION CRITERIA
 - IV. AFFIDAVIT REGARDING PROPOSAL
 - V. PROPOSAL FORMS
PROPOSAL SUMMARY SHEET
PART I – GENERAL INFORMATION
PART II – PERSONNEL AND EQUIPMENT
PART III – EXPERIENCE
PART IV - PRICING
SIGNATURE PAGE
 - VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND
PURCHASING, E-VERIFY, AND NON-COLLUSION
 - VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
AGREEMENT
- Exhibit A – Scope of Services
Exhibit B – Landscape Maintenance Map
Exhibit C – Fee Summary
Exhibit D – Form of Work Authorization

I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Notice is hereby given that the Live Oak Lake Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to jwright@gmscfl.com and csmith@gmscfl.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have registered.

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than September 27th, 2024 at 11:00 a.m. (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the packets release. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at **11:00 a.m. (EST), September 27th, 2024**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Live Oak Lake Community Development District
Tricia Adams, District Manager

II. INSTRUCTIONS TO PROPOSERS

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services Osceola County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than **September, 27th, 2024, at 11:00 a.m. (EST)**, at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith & Jarett Wright.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
September 13 th , 2024	RFP Notice is issued.
September 13 th , 2024 at 9:00 a.m.	RFP package available for download upon request. (“Proposal Pick-Up Time”)
September 13 th , 2024 to September 27 th , 2024	Site is available for inspections and bidder review.
None at this time.	Pre-proposal meeting.
September 23 rd , 2024 at 5:00 p.m.	Deadline for questions.
September 27 th , 2024 at 11:00 a.m.	Proposals submittal deadline.
September 27 th , 2024 at 11:00 a.m.	Public meeting to open bids.
October 2 nd , 2024 at 2:30 p.m.	Board Meeting to evaluate proposals received.

3. **PRE-PROPOSAL MEETING.** There will be no pre-proposal meeting for this project.

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

6. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

Notwithstanding the foregoing, the Proposer is hereby specifically notified and informed that the following provisions of Florida law apply to this RFP, the Project Manual, and the contract to be executed in connection with the RFP:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
- F. Section 787, *Florida Statutes*, titled *Human Trafficking*.

7. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available from the District’s Manager by sending an email to jwright@gmscfl.com beginning **September 13th , 2024 at 9:00 a.m.**

8. Responsible Vendor Determination. Proposer is hereby notified that Section 287.05701, *Florida Statutes*, requires that the District may not request documentation of or consider

a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions

or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **September 23rd, 2024, at 5:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Live Oak Lake Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened **September, 27th, 2024, at 11:00 a.m. (EST)**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant

information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about November 3, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims,

damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender

shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No

proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

III. EVALUATION CRITERIA

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. **Personnel & Equipment** (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. **Experience** (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. **Understanding Scope of RFP** (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. **Financial Capacity** (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. **Price** (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on October 2, 2024, at 2:30 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Polk

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Live Oak Lake Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated September 17, 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 26th day of September, 2024.

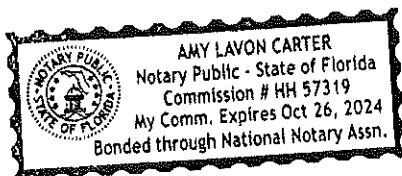
Proposer: Prince & Sons

By: Lucas Martin

Title: VP

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of September, 2024, by LUCAS Martin of Prince & Sons, Inc. who is ☒ personally known to me or ☐ who has produced as identification, and ☐ did or ☐ did not take the oath.



Amy Lavon Carter
Notary Public, State of Florida

Print Name: Amy Lavon Carter

Commission No.: October 26, 2024

My Commission Expires: HH 57319

V. PROPOSAL FORMS

PROPOSAL FORM FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

**LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before September 27, 2024 at 11:00am (EST)**

TO: Live Oak Lake Community Development District

FROM: PRINCE AND SONS, INC
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Live Oak Lake Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

I, LUCAS MARTIN REPRESENTING PRINCE AND SONS, INC
Company and/or Corporation ("Proposer"), agree to furnish the services required in the
scope/specifications at the following prices:

I. Contract Proposal Amount: \$ 278,496
*(Please provide an average of
all five years of pricing)*

Annual Total, Year 1: \$ 272,988

Annual Total, Year 2: \$ 275,712

Annual Total, Year 3: \$ 278,460

Annual Total, Year 4: \$ 281,256

Annual Total, Year 5: \$ 284,064

II. Proposer Information

NAME OF PROPOSER: PRINCE AND SONS

ADDRESS: 14645 BOGGY CREEK RD. / ORLANDO, FL 32824

PHONE: (863) 422-5207 FAX: _____

SIGNATURE: Lucas Martin

PRINTED NAME: LUCAS MARTIN

TITLE: VICE PRESIDENT

DATE: 3/22/2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name PRINCE AND SONS, INC.

Street Address 200 SOUTH F ST.

P. O. Box (if any) _____

City HAINES CITY State FL Zip Code 33844

Telephone (863) 422-5207 Fax no. _____

1st Contact Name LUCAS MARTIN Title VICE PRESIDENT

2nd Contact Name JAMES SMITH Title OPERATIONS MANAGER

Parent Company Name (if any) NA

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? FLORIDA Date 3/20/2024

Is the Proposer in good standing with that State? Yes X No _____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ <u>2,000,000/ \$5,000,000 UMBRELLA</u>
Automobile Liability	\$ <u>1,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>GL & AUTO- 8/1/2025</u> <u>WORKERS COMP- 8/1/2025</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

ALL IN GOOD STANDING: IRRIGATION, APPLICATOR, BMP

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 14645 BOGGY CREEK RD

P. O. Box (if any) _____

City ORLANDO State FL Zip Code 32824

Telephone (863) 422-5207 Fax no. _____

1st Contact Name LUCAS MARTIN Title VICE PRESIDENT

2nd Contact Name JAMES SMITH Title OPERATIONS MANAGER

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>1</u>	Supervisors, who will be onsite <u>3</u> days per week;
<u>1</u>	Technical personnel, who will be onsite <u>1</u> days per WEEK and
<u>6</u>	Laborers, who will be onsite <u>3</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: ANTHONY SANDRETTO

Position / Certifications: FERT/ PEST MANAGER- CPCO

Duties / Responsibilities: AGRONOMY/ CHEMICAL & FERTILIZATION
APPLICATION SCHEDULING

% of Time to Be Dedicated to This Project: 10 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: WINTER GARDEN VILLAGE

Contact: Carol Nash Contact Phone: (689) 348-3614

Project Type/Description: Exclusive outdoor shopping district

Duties / Responsibilities: Full Service

Dollar Amount of Contract: \$500,000/ Year

Proposer's Scope of Services for Project: _____

Full Service- Maintenance, Agronomy, Irrigation, Tree Work, Enhancements

Dates Serviced: 3 Years

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No X For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

Background Check, E-Verify, Driving Record

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: PRINCE AND SONS

DATE: 9/26/2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
IAN PRINCE	OWNER/ PRESIDENT	FINANCING/ MANAGEMENT	WINTER HAVEN
LUCAS MARTIN	VICE PRESIDENT	LANDSCAPE MAINTENANCE DIVISION	LAKELAND
JAMES SMITH	OPERATIONS MANAGER	OPERATIONS	AUBURNDALE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: **PRINCE AND SONS**

DATE: **9/26/24**

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Lucas Martin	Vice President	Landscape Maintenance Division	Haines City	1/2 day per week	3	20
James Smith	Operations Manager	Field Operations	Orlando	1/2 day per week	4	17
Santos Pantoja	Account Manager	Managing Crew on Site	Orlando	2 days per week	3	15
Anthony Sandretto	Fert & Pest Manager	Agronomy	Haines City	1 day per week	4	12
Brian Huseman	Irrigation Manager	Monthly Irrigation Inspection	Haines City	3 days per month	2	25

PROPOSER: PRINCE AND SONS

DATE: 9/26/24

[illegible]

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
Yes x No
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Astonia CDD

Contact: Allen Bailey/ GMS Contact Phone: (407) 460-4424

Project Type/Description: CDD

Dollar Amount of Contract: \$200,000/ Year

Scope of Services for Project: Full Service CDD

Dates Serviced: 3 Years

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

 2023 = \$28,000,000

 2022 = \$18,000,000

 2021 = \$9,000,000

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: VillaMar CDD

Contact: Marshall Tindall/ GMS Contact Phone: (407) 841-5524

Project Type/Description: Full service CDD

Dollar Amount of Contract: \$150,000/ year

How was the project similar to this project? Full service CDD with many residents

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Duration of contract: 3 Years

- Project Name/Location: Windsor Hills

Project Type/Description: Full service resort that includes 400 + homes, parks and amenities

How was the project similar to this project? High end vacation resort

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

List of subcontractors used: None

Is this a current contract? Yes X No ____

Duration of contract: 1 Year

- *(Information regarding similar projects – continued)*

Project Name/Location: Lakes of Laurel Highlands

Contact: Chris Lee Contact Phone: (407) 572-3081

Project Type/Description: HOA Common Area Maintenance

Dollar Amount of Contract: \$250,000/ year

How was the project similar to this project? High end community with demanding residents

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

List of equipment used on site: Various mower types, hand held equipment, spreaders, irrigation equipment

List of subcontractors used: None

Is this a current contract? Yes X No ____

Duration of contract: 5 Years

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: Allen Bailey/ GMS Contact Phone: (407) 460-4424

Project Type/Description: _____

Dollar Amount of Contract: \$230,000/ year

How was the project similar to this project? Full service CDD

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment

List of subcontractors used: None

Is this a current contract? Yes X No _____

Duration of contract: 3 Years

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes X No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Townes of Leafside

Contact: Jessica Hardin Contact Phone: (813) 892-5779

Project Type/Description: Full service townhome association

Dollar Amount of Contract: \$90,000

Scope of Services for Project: _____

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

Dates Serviced: 2023-2024

Reason for Termination: Transition from developer control to homeowner control.

They changed the scope and changed to a much cheaper company.

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? Experience MOD rate of 0.78

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ___

If yes, please describe each incident Fell off ladder and hurt back

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ___ No X If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

None

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

None

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No (X) If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (☐) No (☐) If yes, please explain:*

PROPOSAL FORM PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Live Oak Lake CDD Landscape Fee Summary

Contractor: PRINCE AND SONS

Address: 14645 BOGGY CREEK RD

ORLANDO, FL 32824

Phone: (863) 422-5207

Fax:

Contact: LUCAS MARTIN

Email: LMARTIN@PRINCEANDSONSINC.COM

Property: Live Oak Lake CDD

Address: 219 E. Livingston St.

Orlando,

Florida, 32801

Phone: 407-750-3599

Contact: JWright@gmsctf.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -													
Mowing/Detailing	12,960	8,640	8,640	21,600	17,280	17,280	21,600	17,280	21,600	17,280	8,640	8,640	\$181,440
TURF CARE													
(Schedule B)		4,248		4,248		4,248		4,248		4,248		4,248	\$25,488
Bahia/St Augustine Fert													
TREE/SHRUB CARE			2,240			2,240			2,240			2,240	\$8,960
(Schedule C)													
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds					13,750						8,250		\$22,000
(Schedule E - B.)					250 Mulch Yds						150 Mulch Yds		
Per Yard Pricing:													
PALM TRIMMING						9,000						4,500	\$13,500
(Schedule E - C.) Per Palm Price: \$45													
ANNUAL CHANGES - None at this time													\$0
(Schedule E - A.)													
Per Annual Pricing:													
IRRIGATION MAINT.	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$21,600
(Schedule D)													
TOTAL FEE PER MONTH:	\$14,760	\$14,688	\$12,680	\$27,648	\$32,830	\$34,568	\$23,400	\$23,328	\$25,640	\$23,328	\$18,690	\$21,428	\$272,988
Fert Fee Schedule	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$272,988
Essential Services													
Mowing/Detailing/Irrigation/Fert and Pest													\$237,488
Extra Services													
Annual Changes, Palm Pruning, Mulch													\$35,500
TOTAL													\$272,988.00

6. Bed Dressing - Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.
7. Palm Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)

PROPOSAL FORM
SIGNATURE PAGE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Prince & Sons ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 26th day of September, 2024.

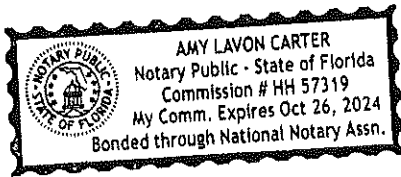
Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26th day of September, 2024, by Lucas Martin of Prince & Sons, Inc. who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



Amy Lavon Carter
Notary Public, State of Florida
Print Name: Amy Lavon Carter
Commission No.: October 26, 2024
My Commission Expires: HH 57319

**VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES AGREEMENT**

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of September 2024, by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

Prince & Sons, Inc., a Florida Corporation, with an address of 200 South F. Street ("Contractor").
Haines City, Florida 33844

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A ("Work")**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B ("Landscape Maintenance Area")**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in

**VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING
AND RELATED ITEMS**

***THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

Name of Proposer: Prince & Sons ("Proposer")

I am over eighteen years of age, am an officer or representative of the Proposer, and are authorized to make this affidavit on behalf of the Proposer and its owner, directors, and officers. The following information is given from my own personal knowledge. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are

active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or

to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

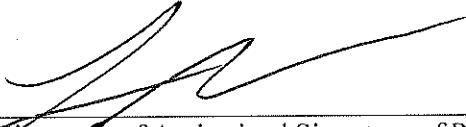
Anti-Human Trafficking (Fla. Stat. 787.06)

1. I understand that the Proposer must comply with Section 787.06, *Florida Statutes*, in order to enter into an agreement with a governmental entity.
2. The Proposer does not currently, and will not for the duration of the agreement, use coercion for labor or services as defined in Section 787.06, *Florida Statutes*.
3. This declaration is made pursuant to Section 92.525(1)(c), *Florida Statutes*. I understand that making a false statement in this declaration may subject me to criminal penalties

[Signature page follows]

I STATE THAT I AND THE NAMED FIRM OF THE PROPOSER UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT AND WILL BE RELIED ON BY THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT FOR WHICH OUR PROPOSAL IS SUBMITTED. I UNDERSTAND AND MY FIRM UNDERSTANDS THAT ANY MISSTATEMENT IN THIS AFFIDAVIT IS, AND SHALL BE TREATED AS, FRAUDULENT CONCEALMENT FROM THE DISTRICT OF THE TRUE FACTS RELATING TO THE SUBMISSION OF PROPOSALS FOR THIS WORK.

The foregoing SWORN STATEMENT is dated this September 26th, 2024.



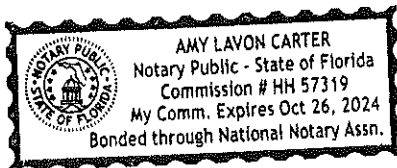
Signature of Authorized Signatory of Proposer

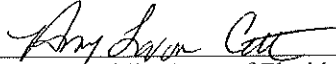
Print Name: Lucas Martin

Title: VP

STATE OF FLORIDA
COUNTY OF FOLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this September 26, 2024, by Lucas Martin of Prince of Sims, Inc., who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.





Notary Public, State of Florida
Print Name: Amy Lavon Carter
Commission No.: October 26, 2024
My Commission Expires: HH 57319

Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from October 1, 2024, to September 30, 2025 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ Dollars (\$_____) per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. **INSURANCE.**

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. ***Attorneys' Fees.*** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. 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 the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: Live Oak Lake
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on 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. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change 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.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

N. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. **Scrutinized Companies Statement.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. **E-Verify.** The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. **STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____
Its: _____

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services