

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

Analina Medina, Chairman
Michael Kiely, Vice Chairman
Joseph Traugott, Assistant Secretary
Kristyn Fada, Assistant Secretary
Hari Joshi, Assistant Secretary

Staff:

Mark Vega, District Manager
Ryan Dugan, District Counsel
Vasili Kostakis, District Engineer
John Fowler, Inframark Field Service
Natasha Sowani, District Accountant
Catalina Martinez, Administrative Assistant

BUDGET WORKSHOP Monday, April 27, 2026 – 6:00 p.m.

1. **Call to Order and Roll Call**
2. **Discussion of Landscape Template**
 - A. Review of Landscape and Irrigation Maintenance Services RFP.....Page 2
 - B. Review of Landscape RFP Notice and Evaluation Criteria.....Page 68
3. **Discussion of FY 2027 Budget**
4. **Adjournment**

The next regular Board meeting is scheduled for Thursday, May 14, 2026, at 6:00 p.m.

District Office:

Inframark c/o Stonebrier
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Meeting Location:

Heritage Harbor Clubhouse
19502 Heritage Harbor Parkway
Lutz, FL 33558

Request for Proposals (“RFP”)

FOR

LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES

FOR

***STONEBRIER
COMMUNITY DEVELOPMENT DISTRICT***

February 2026

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8. Detailed Specifications
9. Maintenance Maps of Service Areas
10. Landscape & Irrigation Maintenance Audit Sheet

REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:
STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
Hillsborough County, Florida

Notice is hereby given that the Stonebrier Community Development District (the “**District**”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services. The proposal package, including instructions to proposers, evaluation criteria, contract documents, project scope, and any technical specifications (“**Project Manual**”), will be available for public inspection and may be obtained beginning _____, 2026, at 10:00 a.m. (Eastern Time) from Inframark, IMS (“**District Manager**”) by **email request only sent to jweaver@inframark.com**.

There will be an optional pre-proposal on-site meeting on _____, 2026, at 10:00 a.m. (Eastern Time) **at the Heritage Harbor Clubhouse, 19502 Heritage Harbor Parkway, Lutz, Florida 33558**. Proposer is encouraged to attend the meeting in order to visit the project site and fully inform itself as to all existing conditions and limitations.

Firms desiring to provide services for this project must submit **one (1) original and five (5) hard copies as well as one electronic PDF copy on a flash drive** of the required proposal on _____, 2026, no later than 10:00 a.m. (Eastern Time) (“**Response Deadline**”) **to the District Manager at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607**. 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 received after the Response Deadline will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

The District Manager will conduct a public meeting to publicly open the proposals on _____, 2026, at 10:00 a.m. (Eastern Time) at **2005 Pan Am Circle, Suite 300, Tampa, Florida 33607**. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (904) 267-1447 or jweaver@inframark.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955-8770, who can aid you in contacting the District Manager’s office.

Any protest regarding the Project Manual, including but not limited to protests relating to the notice, instructions, forms, contract form, scope of work, maintenance maps, specifications, evaluation criteria, evaluation process, or any other issues or items relating to the RFP, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Proposal Pick-Up Time. A protest bond must be included with the notice of protest. The formal protest setting forth with particularity the facts and law upon which the protest is based must be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, protest bond, or 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.

Ranking of proposals will be made based on qualifications according to the Evaluation Criteria set forth in the Project Manual. The District has the right to reject any and all proposals and waive any informalities or

irregularities if it determines in its discretion it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to the District Manager at jweaver@inframark.com with a copy to District Counsel, Ryan J. Dugan at ryan.dugan@kutakrock.com.

[end of notice]

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
Instructions to Proposers
Landscape and Irrigation Maintenance
Hillsborough County, Florida

SECTION 1. DUE DATE. Sealed proposals must be received [REDACTED], 2026, no later than 10:00 a.m. (Eastern Time) (“**Response Deadline**”) to the District Manager at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. The District Manager will conduct a public meeting to publicly open the proposals on [REDACTED], 2026, at 10:00 a.m. (Eastern Time) at the Heritage Harbor Clubhouse, 19502 Heritage Harbor Parkway, Lutz, Florida 33558. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (904) 267-1447 or jweaver@inframark.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955-8770, who can aid you in contacting the District Manager’s office.

SECTION 2. OPTIONAL PRE-PROPOSAL MEETING: There will be an optional pre-proposal on-site meeting on [REDACTED], 2026, at 10:00 a.m. (Eastern Time) at the Heritage Harbor Clubhouse, 19502 Heritage Harbor Parkway, Lutz, Florida 33558. Proposer is encouraged to attend the meeting in order to visit the project site and fully inform itself as to all existing conditions and limitations. Proposer is assumed to be familiar with the area and any natural features that will in any matter affect the work. Ignorance of the part of the Proposer will in no way relieve it from responsibility.

SECTION 3. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. 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.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project and that the prices which the Proposer proposes includes all costs pertaining to the work which will provide for the satisfactory landscape maintenance thereof.

SECTION 4. 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. 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 the RFP, the Project Manual, and the contract to be executed in connection with the Project:

- 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.

SECTION 5. 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. 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 complete the work to the satisfaction of the District.

SECTION 6. 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, 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.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing by e-mail only to the District Manager at jweaver@inframark.com with a copy to District Counsel at ryan.dugan@kutakrock.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda which will be emailed to all parties recorded as having received the Project Manual. All questions must be received no later than 5:00 p.m. on [REDACTED], 2026, to be considered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all firms that have requested the Project Manual from the District Manager. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, five (5) hard copies and one electronic PDF copy on a flash drive of the proposal forms, 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 RFP (STONEBRIER CDD) ENCLOSED” on the face of it.

SECTION 9. 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.

SECTION 10. PROJECT MANUAL. The Project Manual will be available for public inspection and may be obtained beginning [REDACTED], 2026, at 10:00 a.m. (Eastern Time) from the District Manager by email request only sent to jweaver@inframark.com.

SECTION 11. 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 (the numbers of which must be filled in on the Acknowledgment of Receipt of Documents and Proposal Signature Form). 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.

Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

Proposer shall provide prices for an initial twelve (12) month term as well as prices for two (2) additional twelve (12) month periods. While the actual length of the initial term will be determined at the time the Contract is executed, the prices provided in the Proposal will be utilized for purposes of evaluating the RFP.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the successful Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual, unless extended at the Discretion of the District. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the District may, at its sole discretion, award the

contract to the next highest ranked Proposer for the contract work, re-advertise, or take other action in the best interests of the District.

The Contract shall be for an initial term at the price stated in the Proposal and may be renewed in writing, at the option of the District, contingent upon satisfactory performance evaluations by the District and subject to the availability of funds. The prices given by the Proposer in the Proposal shall apply to the initial term and all renewal terms. If the initial Contract term is less than twelve (12) months, the average monthly cost given by the Proposer in the Proposal shall be used for purposes of determining the compensation for the months in the initial term.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that 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 supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) 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.

SECTION 15. INDEMNIFICATION. The successful Proposer shall fully indemnify and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 16. 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.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the RFP:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed price proposal (form attached). Please note that the Board of Supervisors, based on unit pricing received by category, may elect to outsource any individual unit category at its discretion.
- C. List position or title and corporate responsibilities of key management or supervisory personnel. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include 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. Proposer shall provide a detailed resume for the proposed account manager/project manager. The resume shall include the name and number of properties current managed by the proposed account manager/project manager.

- E. 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.
- F. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- G. A yearly landscape maintenance plan illustrating all areas included in the bid, including a proposed schedule of maintenance for all functions listed on the Bid Tabulation Form that will occur during each month. A final schedule shall be provided to the Board within 45 days of commencement of the Contract and again at the beginning of each renewal period.
- H. Completed copies of all other forms included within the RFP.

SECTION 18. PROTESTS. Any protest regarding the RFP, including but not limited to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance maps, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the RFP, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Proposal Pick-Up Time. Any protest regarding a decision regarding a contract award or rejection of a proposal must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after issuance of a notice of such a decision. A formal written 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.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial first year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject a proposal, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

Failure to timely file a notice of protest, the protest bond, or the formal written protest shall constitute a waiver of any right to object or protest. The notice of protest, protest bond, and formal protest must be filed at the offices of the District Manager, Inframark, IMS, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager at the address noted above.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, based on information within the proposals, from reference checks, from staff recommendations, and from any other information available, and shall make any final determination with respect to the award of a final contract that is in the best interests of the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the RFP.

SECTION 20. 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.

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

1. Personnel (25 points)

(E.g., geographic locations of the firm’s headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels for various seasons, etc.).

2. Experience (25 points)

(E.g., past record and experience of the respondent in similar projects; past record and experience of the respondent with the District, past client satisfaction, volume of work previously awarded to the firm; past performance for other community development districts in other contracts; qualifications, character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work (20 points)

(E.g., Does the proposal demonstrate an understanding of the District’s needs for the services requested?) Present an annual detailed calendar of events.

4. Price (30 total points)

Points for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid (sum of years 1, 2, and 3) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposers bid and the low bid. If a Proposer does not provide pricing for years 2 or 3, it is assumed that the year 1 price applies to year 2 or 3, as applicable.

20 points are allocated for the reasonableness of unit prices.

**STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS & SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this ____ day of _____, 2026 by _____ [company] whose business address is _____, telephone number is _____, fax number is _____, and electronic mail address is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Stonebrier Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Name of Organization

By: _____

This ___ day of _____, 2026

By: _____
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgment

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE OPERATIONS
FOR
STONEBRIER
COMMUNITY DEVELOPMENT DISTRICT

TO: Stonebrier Community Development District

FROM: _____
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Stonebrier Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Maps.

All Proposals shall be in accordance with the RFP.

Please note the following when completing the proposal forms:

- Landscape and irrigation maintenance is to be provided along Sunlake Boulevard and County Line Road for all areas within the District boundaries **and** expressly includes the three medians within Sunlake Boulevard south of the bridge on the southern boundary of the District as identified in the Landscape Maps
- Pond bank mowing includes all District ponds and expressly includes Pond “U” located north of the Amenity Center and the ponds adjacent to the Heritage Harbor Golf and Country Club (the fenced-in parcel southwest of Sunlake Boulevard)
- Proposals should not include prices for the Amenity Center, the green area north of the Amenity Center or the play areas in Sweetgrass
- All Community Village Entrances

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
BID SUMMARY**

Proposer Name: _____

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1 (from Bid Summary Form)	_____	_____
Year 2	_____	_____
Year 3	_____	_____
TOTAL	_____	_____

The first-year fee amount shall be based on the following schedule of values (“Bid Summary Form”).

Additional Services

Additional services that may be required, such as “as needed” services indicated in the Bid Summary Form, will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

Proposers: Please insert completed Bid Tabulation Form Below & Detailed Landscape Maintenance Plan.

FUNCTION	FREQUENCY (PER YEAR)	UNIT PRICE	FIRST YEAR GRAND TOTAL
St. Augustine Turf Mow	40		
Bahia Turf Mow	40		
Edge (Soft)	26		
Edge (Hard)	52		
Groundcover Trim	Twice a month: March-Sept. Monthly: Oct.-Feb.		
Tree Maintenance (15 feet)	2		
Crown Pruning Per Hardwood Tree	Once every 5 years		
Palm Pruning	2		
Debris Disposal	52		
Insect/Disease Control (ongoing)	52		
Irrigation Inspection and Management	12		
Shrub Fertilization	2		
St. Augustine Turf Fertilization	6		
Bahia Turf Fertilization	6		
Turf Weed Control	52		
Bed Weed Control (Chemical/Manual)	52		
Annuals – 3,100 Per Rotation	4		
Lake Ruth Nuisance Vegetation	4		
Detail Work (ex. trim hedges, ornamental bushes, additional weed control)	Twice a month: March-Sept. Monthly: Oct.-Feb.		
Other Conservation, High Grass Cutback (including Brazilian Peppertree) per specs	As Needed**		NA
Mulch Per CY	As Needed**		NA
Palm Fertilization Per Tree	As Needed**		NA
Sod Replacement	As Needed**		NA
Tree Fertilization Per Tree	As Needed**		NA
Irrigation Labor Emergency Response Per Hour	As Needed**		NA
Landscape Labor Post-Storm cleanup Response Per Hour	As Needed**		

** Should not be included in yearly total

FIRST YEAR LANDSCAPE ANNUAL MAINTENANCE TOTAL \$ _____

**STONEBRIER
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Contractor

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CONTRACTOR QUALIFICATION STATEMENT

CORPORATE OFFICERS

SUPERVISORY PERSONNEL

COMPANY OWNED MAJOR EQUIPMENT

STATUS OF CONTRACTS ON HAND

ALL PROJECTS PROPOSER COMPLETED IN LAST TWO YEARS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

AFFIDAVIT REGARDING PROPOSAL, CHAPTER 287, E-VERIFY, AND NON-COLLUSION

6. Is the Proposer incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain _____

o Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ Charter No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes () no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

o License No. _____ Expiration Date _____

o Qualifying individual _____ Title _____

o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Hillsborough County? yes () no ()

7.3 Has the Proposer company performed work for a community development district previously? yes () no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2025) _____, (2024) _____, (2023) _____.

9. What are the Proposer's current insurance limits?

General Liability \$ _____
 Automobile Liability \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

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

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

13. Has the Proposer ever failed to complete any work awarded to it? Yes _____ No _____
 If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract?
Yes _____ No _____ If so, state name of individual, other organization and reason therefore. _____

15. List any and all litigation to which the Proposer has been a party in the last five (5) years. For purposes of this question, litigation means all matters in which a claim or allegation was threatened or brought forth by or against the Proposer in any formal or informal proceeding or setting or situation, regardless of whether the matter is pending or was dismissed, settled, or resolved in any manner. For each such circumstance involving a former client of the Proposer, include the name/location of the client and whether the dispute in any way involved allegations of incomplete or inadequate services and whether the Proposer was retained by that client after the issue was resolved. _____

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? _____
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Stonebrier Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Stonebrier Community Development District should qualify the Proposer for bidding on its landscape maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 2026.

(Corporate Seal)

Sworn to before me this _____ day of _____, 2026.

(Seal)

Notary Public/Expiration Date

**STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary.)**

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	Proposer's Uncompleted Amount as of this Date		Completion Date		
				As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name _____

Date _____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 2026.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 2026.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(Officer must sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 2026.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT REGARDING PROPOSAL, CHAPTER 287, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: ____

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.

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.

By signing below, and by not filing a protest within the time period specified in the Project Manual, 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; and (iv) 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 notice, instructions, forms, contract form, scope of work, maintenance map, specifications, evaluation criteria, evaluation process, or any other issues or items relating to the Project Manual.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Stonebrier 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.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2026
Notary Public Signature _____

Notary Stamp

FORM OF AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between:

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the “District”); and

_____, a Florida _____, whose address is _____ (“Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the County Commission of Hillsborough County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

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

WHEREAS, Contractor represents that it is qualified 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 the 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 the 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. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape maintenance services within presently accepted standards. Upon the Parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor those described in the Standard Services Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference, and in this Agreement. Such services shall be performed in the areas designated on **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor may perform additional services upon the written request of the District's Manager consistent with Paragraph 5(C) of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement, subject to the provisions of paragraph 5(C), below.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's 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 the Contractor's services.
 - i. The District hereby designates the District Manager to act as its representative.

Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to District to represent and act for Contractor and shall inform District, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep District informed of any

subsequent changes in the foregoing. The Authorized Representative, project managers, superintendents and/or supervisors for services provided herein are all subject to prior and continuous approval of the District. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, reasonably unacceptable to the District, Contractor shall replace the unacceptable personnel with personnel reasonably acceptable to the District.

The Contractor agrees that the Authorized Representative will meet with the District's representative at least once per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. In addition to any and all specific items addressed during such meetings, the Landscape & Irrigation Maintenance Audit Sheet, attached hereto as **Exhibit C** and incorporated herein, shall be completed and executed by both the Authorized Representative and District's Representative at the conclusion of such meeting. The Contractor agrees to, within forty-eight (48) hours of receipt of an executed Audit Sheet, provide the Authorized Representative with a written explanation of what actions will be taken to remedy any performance deficiencies identified in the Audit Sheet. Upon submission of the written explanation, Contractor shall remedy the performance deficiencies at the first opportunity for performance. If significant performance deficiencies are documented in an executed Audit Sheet or if performance deficiencies persist without remedy, the Contractor agrees that the District has the rights to, among other remedies available at law or equity, terminate this Agreement for cause or withhold payment in whole or in part to the extent necessary to reasonably protect the District, if significant performance deficiencies are documented per executed Audit Sheet(s). Any oversight of Contractor's performance of services under this Agreement by the Authorized Representative is not intended to mean that the District shall underwrite, guarantee, or ensure that the performance of services is properly done by the Contractor, and it is the Contractor's responsibility to perform the services in accordance with this Agreement.

- D. In the event that time is lost due to heavy rains or inclement weather ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Such repairs shall be at the Contractor's own expense unless the District agrees otherwise, in writing.

- F. The District reserves the right to bid out Mulch, Tree Trimming, Palm Tree Trimming, Crown Pruning, and irrigation repairs and/or replacements. In the event that the District contracts with a third party to perform such services, Contractor agrees that it shall be responsible for the maintenance thereof, and shall continue to perform all other services identified in this Agreement, including any future services that apply to the areas where bid out services are located.

- G. **Hurricanes and Other Weather Events.** In the event a hurricane or other major weather event impacts the District, Contractor is expected to provide priority emergency clean up services. Once the storm has passed and there are safe work conditions, Contractor shall evaluate the community for damage and shall submit a proposal for clean or remediation services within ten (10) days after the storm has passed and the site is accessible and safe to return to. In the event of the District finding it necessary to file a claim with FEMA or any other governmental entity Contractor agrees to document all work accordingly, meeting with the agency (if required), and file all the necessary application (as instructed by the District) to assure that the District will comply and receive all available reimbursements for cost incurred from hurricane clean up or any other wind event. The contractor shall be familiar with FEMA, State or County regulations.

By execution of this Agreement, the District hereby authorizes the District Chairperson the authority to approve work authorizations for post-weather event clean up and remediation proposals not to exceed [\$50,000] that are submitted by Contractor, which shall be ratified by the Board at the next regularly scheduled Board meeting to occur thereafter. If the proposal exceeds [\$50,000], the Board may schedule a special meeting in order to consider the proposal if necessary. As a point of clarity, the Chairperson is authorized approval authority of work authorizations outside of District meetings for this purpose due to the time sensitive nature of post-storm clean up and remediation services, but Contractor is still required to submit a proposal with sufficient supporting documentation to be approved by the Chairperson consistent with the process for other proposals for additional services provided herein.

5. COMPENSATION; TERM.

- A. As compensation for the services described in this Agreement, the District agrees to pay the Contractor an amount of not to exceed _____ Dollars (\$ _____) per month for a total fee not to exceed _____ Dollars (\$ _____) for the period of the Contractor's services, which shall commence on _____, 20__, and shall continue through _____, 20__, unless terminated earlier in accordance with Paragraph 13, below. The Agreement shall automatically renew for two (2) additional one-year terms at an amount not to exceed _____ Dollars (\$ _____) per month for the

second one-year term and _____ Dollars (\$ _____) per month for the third one-year term.

- B.** All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.
- C.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.
- D.** The District may require, as a condition precedent to making any payment to the 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the 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.
- E.** 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. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury

and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District, its staff, consultants and supervisors shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. 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 at least A-VII.
- C. 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. 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.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances. If the Contractor fails to 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 action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving notice of termination.

11. 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.

12. 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; 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.

13. 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.

14. TERMINATION. The Contractor may terminate this Agreement with or without 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 District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without

cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, 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.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Any purported assignment without such prior written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

18. 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.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. 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 the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the

Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement (“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:

If to the District: Stonebrier Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32314
Attn: District Counsel

If to the 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 the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other party 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.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW AND 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. Venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

26. 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 John Weaver (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 267-1447, JWEAVER@INFRAMARK.COM, OR 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

27. 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.

28. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the 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, each party is deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. 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.

30. 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.

31. 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.

32. 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*.

33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Witness:

(Signature of Witness)

By:

Its:

(Print Name of Witness)

Exhibit A – Standard Services Scope of Work

Exhibit B – Map of Service Areas

Exhibit C – Landscape & Irrigation Maintenance Audit Sheet

EXHIBIT A: Standard Services Scope of Work

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT

DETAILED SPECIFICATIONS Landscape and Irrigation Maintenance Services

The Specifications are provided on the Landscape Maintenance Map.

Please note the following when completing the proposal forms:

- Landscape and irrigation maintenance is to be provided along Sunlake Boulevard and County Line Road for all areas within the District boundaries and expressly includes the two medians within Sunlake Boulevard south of the bridge on the southern boundary of the District as identified in the Landscape Maps
- Pond bank mowing includes all District ponds and expressly includes Pond “U” located north of the Amenity Center and the ponds adjacent to the Heritage Harbor Golf and Country Club (the fenced-in parcel southeast of Sunlake Boulevard).
- Proposals should not include prices for the Amenity Center, the green area north of the Amenity Center or the play areas in Sweetgrass.
- All Community Village Entrances

The Work defined in this document is intended to be all encompassing, meaning this scope may specify maintenance requirements for grass, plants, trees, shrubs, or irrigation not specifically covered by any Agreement entered into between the Stonebrier Community Development District (“District”) and the Contractor. Any requirement contained herein but not specified in any Agreement issued by the District will be self-deleting.

The frequency at which insecticides and fertilizers are to be applied is specified herein and is considered to be the minimum requirement. The Contractor is responsible for additional applications as deemed necessary by the Contractor to maintain healthy and beautiful plantings. Fertilizers may need to be customized by the Contractor as deemed necessary to accommodate existing soil conditions.

The Contractor agrees to provide all labor, supervision, and equipment necessary to carry out the Work outlined in the Agreement. There shall be no variance from the requirements contained herein unless expressly stated through an addendum.

General Services

1. Mowing of all turf areas weekly in the months of April through September and bi-weekly in the months of October through March. The height of the cut will be set at approximately three inches. Mowing wet grass shall be avoided when possible. Mower blades must be sharp so that the cut grass edge is clean and not ragged.
2. Hard Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Hard Edging is to be defined as outlining and/or removing turf from the borders by use of a mechanical edger. (Does not include ponds.)
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.
4. All ponds will be line trimmed to the littoral shelf.

General Services (Continued)

5. Detailing of planted areas over the entire property will be performed every week in a sectional method. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the defining of bed lines tree saucers, and the removal of unwanted vegetation.
6. All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent at a ratio of 3 ounces per gallon of water.
7. Contractor shall trim all trees twice per year, prune all trees as needed, and shall immediately remove the cuttings and trimmings and other debris from District property. Contractor shall trim all bushes, shrubs, hedges, vines, etc. in the Areas to be maintained twice per month during the months of March through September and once per month during the months of October through February and shall immediately remove the cuttings and trimmings and other debris from District property. Additionally all trees, shrubs, and other plant material that encroach on or obstruct any street, sidewalk, walkway, view of street, sidewalk or sign shall be trimmed by the Contractor as needed or as directed by the District. Trees must be lifted and maintained to a minimum of fifteen (15) feet over all road surfaces, fifteen (15) feet over all sidewalks and pedestrian walkways and fifteen (15) feet elsewhere. (Large shade trees that cannot be adequately pruned from the ground are exempt from the pruning requirements of this section. These trees are not exempt from the lifting requirements of this section).
8. Palm trees are to be trimmed two (2) times annually to maintain a neat and quality appearance. Palm trees will also be pruned as needed to remove dead fronds, seed pods, loose boots and weak stalks.
9. Crown Pruning of trees shall be completed every 5 years.
10. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
11. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed.
12. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems and treated accordingly when found.
13. Beds with mulch, bark, or chips will be replenished on an annual basis.
14. All landscape debris on curbs, sidewalks, paved areas, etc. generated by mowing shall also include immediately sweeping and/or blowing clippings off in a direction away from buildings, planting beds and cars. Clippings and debris shall never be blown into storm water inlets or ponds.
15. All areas shall be kept free of grass clumps and excess debris.
16. Inspection, cleaning and adjustment of irrigation system components on the property will be done on a monthly basis.
17. The Contractor will haul away all landscape debris generated during the performance of this Scope of Work.

Turf Care - St. Augustine Sod

1. Apply six (6) applications of a custom blended fertilizer every other month.
2. Apply four (4) applications of insect control in the months of March/April, May/June, July/August and September/October.
3. Apply two (2) applications of disease control in the months of January/February, and November/December.
4. Supplemental/additional insecticide applications will be provided in addition to the normal preventative program as needed to provide control.
5. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus and associated disease problems.

Turf Care – St. Augustine Sod (Continued)

6. All fertilizers utilized under this program will be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application. A sample of the soil product should be taken to determine best mix of fertilization at least twice (2) per year.
7. Additional applications of insecticide, if necessary, at no additional cost to Owner, will be done to control Chinch Bugs, Army Worms, Sod Webworms, and Grubs.
8. If fertilizer streaks after any application, it will be re-applied at no charge to the District.
9. Weeds of the broadleaf variety Sedge and "grassy" type in turf areas are to be eliminated by treatment spring and fall or as otherwise necessary on a more frequent basis as required to maintain healthy and beautiful grass.
10. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate the existing soil conditions.
11. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Turf Care – Bahia Sod

1. Apply six (6) applications of a custom blended fertilizer every other month.
2. Apply applications of insect control as needed.
3. Apply applications of insect and disease control as needed.
4. Item 4 – 10 in listed for St. Augustine Sod also applies for Bahia.
5. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate existing soil conditions.
6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Turf Warranty

If the grass covered under this turf care program dies, the affected grass will be replaced by the Contractor at no charge to the District. However, the Contractor's liability will be limited to conditions it can reasonably control. Conditions that are considered beyond the Contractor's reasonable control are:

1. Nematodes, diseases, insects and weeds that are untreatable with currently available chemicals.
2. Lack of sufficient water due to municipality's failure to supply.
3. Acts of God.

Lake Ruth Nuisance Vegetation

The District has previously removed Brazilian Pepper in targeted areas within 15' of the edge of the woodline as identified in the Landscape Maps. Contractor is responsible for maintaining this area by cutting back any nuisance vegetation that returns to the area and applying herbicide in area as needed on a quarterly basis. Contractor is responsible for removal, hauling and dumping of any nuisance vegetation removed from this area, including any associated removal, hauling, or dumping fees.

Other Conservation Cutback

The following shall be trimmed as needed or as directed by the District and in accordance with all applicable laws and regulations.

1. Any growth from conservation areas, including Brazilian Peppertree, that encroaches on or obstructs any street, sidewalk, walkway, view of street, sidewalk or sign; and
2. High grass near lakes and ponds.

Hard cutbacks require Contractor to submit a separate proposal and shall only be performed upon mutual agreement of the District and Contractor.

Tree and Shrub Care

1. Apply two (2) applications of a custom blended fertilizer in February/March and September/October.
2. Apply applications of insect and disease control as needed.
3. Fertilization and control of insects and disease on shrub and palms trees is limited on plants up to twenty-five (25) feet. All trees over twenty-five (25) feet in height are specifically excluded from this scope of work.
4. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate the existing soil conditions.

Tree and Shrub Care (Continued)

5. Any time the Contractor is applying fertilizer, herbicide, pesticide or any other landscape chemicals; they shall have at least one employee supervising this application who is certified in Best Management Practices by the University of Florida Institute of Food and Agricultural Sciences and the Florida Department of Environment Protection.
6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Tree and Shrub Warranty

If a plant or tree dies from insect or disease damage it will be replaced with one that is of a similar variety and caliper acceptable to District and shall have a one-year warranty.

Exclusions to this warranty are:

1. Pre-existing uncorrectable conditions. Note: Contractor accepts all pre-existing conditions unless Contractor and District agree that uncorrectable conditions exist and establish an accounting of the uncorrectable conditions.
2. Nematodes, borers, and locusts.
3. Acts of God.
4. Diseases and insects that are untreatable with currently available chemicals. Note: Contractor agrees to treat with success all diseases and insects unless the Contractor and District agree that certain diseases and insects are untreatable and establish an accounting of the untreatable diseases and insects.
5. Soil contamination unless the soil has been contaminated by the Contractor.

Bedding Plant Care

1. All annual bed planting on the property will be changed four (4) times per year during the months agreed to by the District and the Contractor.
2. The contents of all annual beds on the property will be changed four (4) times annually; plant type will be dependent upon the growing season.
3. The District will establish a yearly plan for annual changes with the Contractor.
4. Soil change will be completed twice per year in the months of April and October.
5. All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
6. A granular time-release fertilizer and a granular systematic fungicide will be added to the bedding soil at the time of installation.
7. Follow-up applications of fertilizer, fungicide and insecticide will be done as needed to maintain healthy and beautiful plants.
8. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate the existing soil conditions.
9. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Bedding Plant Warranty

Any bedding plant that dies due to insect damage or soil born disease will be replaced by the Contractor under warranty at no charge to the District.

Exclusions to this warranty are:

1. Aerial diseases. **Note:** Contractor agrees to treat with success all aerial disease unless the Contractor and District agree that certain diseases are untreatable and establish an accounting of the untreatable disease.
2. Acts of God
3. Soil contamination unless the soil has been contaminated by the Contractor.
4. Freezing.
5. Theft or vandalism.

Bed Dressing

1. Cypress mulch or Pine nuggets will be provided and replenished as needed to all landscaping areas where applicable.
2. Additional mulch applications and/or mulch maintenance required by the District will be done by the Contractor at a price and schedule negotiated by the parties.

Palm Tree Trimming

Palm trees are to be trimmed two (2) times annually to maintain a neat and quality appearance. Palm trees will be pruned as needed to remove dead fronds, seed pods, loose boots and weak stalks. Palms may not be trimmed above the horizontal (9:00-3:00) positions and there shall be absolutely no "pin heading" of palms.

Irrigation - Maintenance/Service

1. **The Contractor will perform the following inspection and maintenance services once monthly:**
 - a. Activate and visually inspect each zone of the existing system.
 - b. Visually inspect entire property for proper coverage.
 - c. Visually inspect system and report to the District any heads, valve boxes, or other equipment in need of repair or replacement.
 - d. Clean or adjust any heads not functioning properly.
 - e. Adjust program controller to the watering needs as dictated by weather conditions.
 - f. Assure proper operation of all control valves.
 - g. Adjust heads for correct arc and rotation as necessary.
 - h. Leave areas in which repairs or adjustments are made neat and free of debris.

2. **Repairs:**
 - a. The Contractor must obtain District approval of irrigation system repairs and component replacement before initializing such work.
 - b. Upon authorization by the District, the Contractor will proceed with such extra Work at a price negotiated by the parties. The negotiated prices shall be agreed upon between the Contractor and District and a standard unit price list will be made a part of any Agreement resulting from this Scope of Work.

GENERAL CONDITIONS

The maintenance work will be done on a routine schedule that is sensitive to the overall function of the property.

1. All Work will be performed during the normal business week of the Contractor (Monday through Friday) unless otherwise stipulated. All work shall be performed professionally in accordance with generally accepted horticultural principals.
2. The District's Independent Management Company that over sees the onsite management, currently Development Planning & Financing Group, Inc. will be the representative of the District for the purpose of verifying that work performed by Contractor is done according to the signed Agreement.
3. Contractor will maintain general liability insurance, property damage insurance, and worker's compensation insurance in amounts acceptable to the District at all times while performing the Work. District insurance requirements will be specified in the actual Agreement between the Contractor and District.
4. Contractor will maintain at all times the necessary licenses in the state, county, or city having jurisdiction and any permits required in performance of the Work.
5. Contractor will comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.
6. All work performed shall be in strict accordance with the District's specifications and all local municipalities and government agencies' requirements, including State/Federal EPA, FDEP, State of Florida codes, ordinances and Statutes.
7. Contractor shall pay all local, state and federal taxes. If any, applicable to this Agreement, the Services performed pursuant to this Agreement, and the compensation paid to the Contractor.

8. Contractor will reimburse District for damages by Contractor to personal and/or real property due to Contractor's negligence. The Contractor shall be solely responsible for all damages, injury or destruction to persons (including death) or property that occurs as a proximate result of any act, omission or negligence of the Contractor, or its agents, officers, directors, and employees, and the Contractor shall defend, indemnify and hold harmless the District there from.
9. Contractor shall notify the District and the District shall secure the approval of those residents whose real property the Contractor shall require access to in the course of performing work under this Scope of Work.

QUALITY AND INSTALLATION STANDARDS

1. All labor and material is warranted for a period of one (1) year from the date of installation.
2. Contractor will be responsible for correcting all deficiencies found by District's representatives within three (3) working days and prior to invoice submittal.
3. District's representative will physically inspect and approve all work within 48 hours of completion of the work.
4. Notwithstanding the above, before performing any work the Contractor affirms that he has totally familiarized himself with plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra work shall be allowed unless a prior written authorization is received from the District.
5. Contractor will supply its own electric power as necessary unless otherwise instructed by District.
6. Contractor will receive a Contract or Executed Proposal from District before beginning any work.

QUALITY AND INSTALLATION STANDARDS (Continued)

7. At all times, Contractor must:
 - a. Construct, operate, and maintain a safe and healthful work environment.
 - b. Provide its employees the protective clothing, equipment, training, and safety devices necessary to insure compliance with relevant State and Federal Safety and Health standards.
8. Contractor shall supply District with a chemical information list and all MSDS sheets prior to starting work and will update both on an annual basis.
9. Where applicable, Contractor will provide District with a fall protection plan as required by the OSHA 1995 fall protection standards.
10. A Quality Control Checklist for proper grounds maintenance will be developed and completed by the Contractor and submitted to the District each week.
11. The following shall not be allowed on District's property:
 - a. Alcohol or illegal drugs of any kind.
 - b. Loud or offensive music.
 - c. Pets or animals.
 - d. Firearms.
 - e. Any non-employee under 18 years of age.

Enclosure A, Schedule of Services, as applicable to each Agreement

Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor and District's standards. Compliance with Occupational Safety and Health Act (O.S.H.A.) All material, equipment, etc. to be used by the Contractor in the performance of the Services shall conform to all OSHA requirements. The Contractor shall defend, indemnify and hold harmless the District for any failure by the Contractor to comply with those requirements.

Contractor is responsible for the daily personal appearance of landscape personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Landscape personnel are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Contractor shall agree to remove from the site, whenever required to do so by the District, any employee considered by District to be unsatisfactory or undesirable to the District, within the limits of any applicable laws.

Contractor shall administer all cost accounting and billing relative to this contract.

Contractor must have an emergency phone contact available twenty-four (24) hours per day for major irrigation repairs and leaks and the contact must speak and understand the English language fluently. Contractor must be on-site within two (2) hours when notified of a major irrigation break as may be requested by the Stonebrier CDD.

Contractor must attend every District meeting held on a monthly basis.

Contractor must provide priority emergency clean up services after named storms. Contractor must coordinate such services with the District.

Contractor is responsible for providing a written report to the District within thirty days of start date of contract outlining any damage to the irrigation system. The District is responsible for any necessary repairs listed on the Contractor's report.

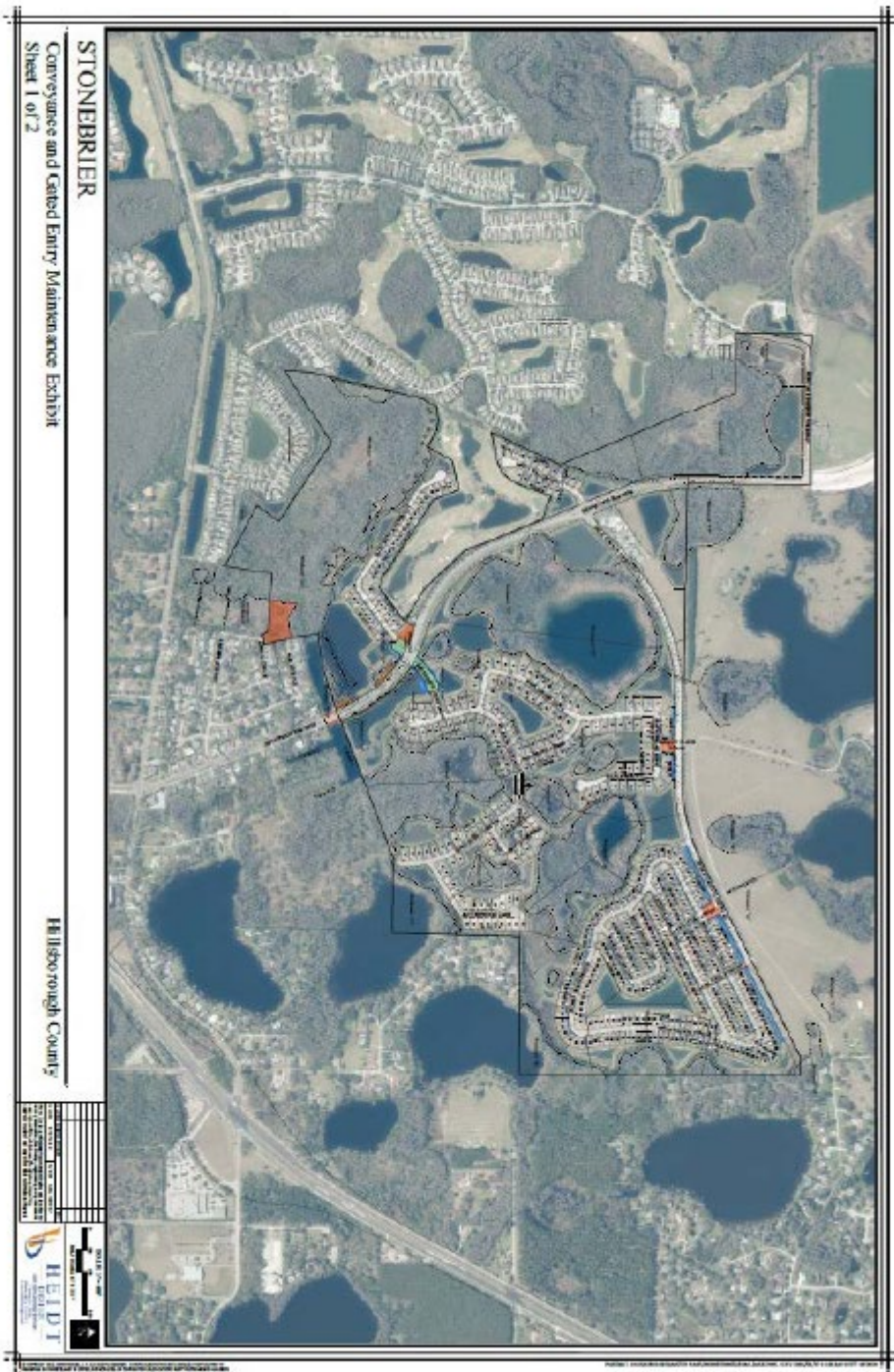
Contractor is responsible for providing a written report to District within thirty (30) days of start date of contract outlining any dead turf and/or plant material (trees in excess of fifteen feet height are excluded) present in the Areas to be Maintained. After day thirty (30), if the District has repaired the irrigation system as called for above, the Contractor is responsible for replacement of any additional dead turf and/or plant material in the Areas to be Maintained that is not caused by age, non-Contractor vehicle damage, vandalism, or Acts of God. As District replaces dead turf/plant material from Contractors report, Contractor is responsible for providing photos or video proof that dead plant material was dead or distressed at the start of the contract period.

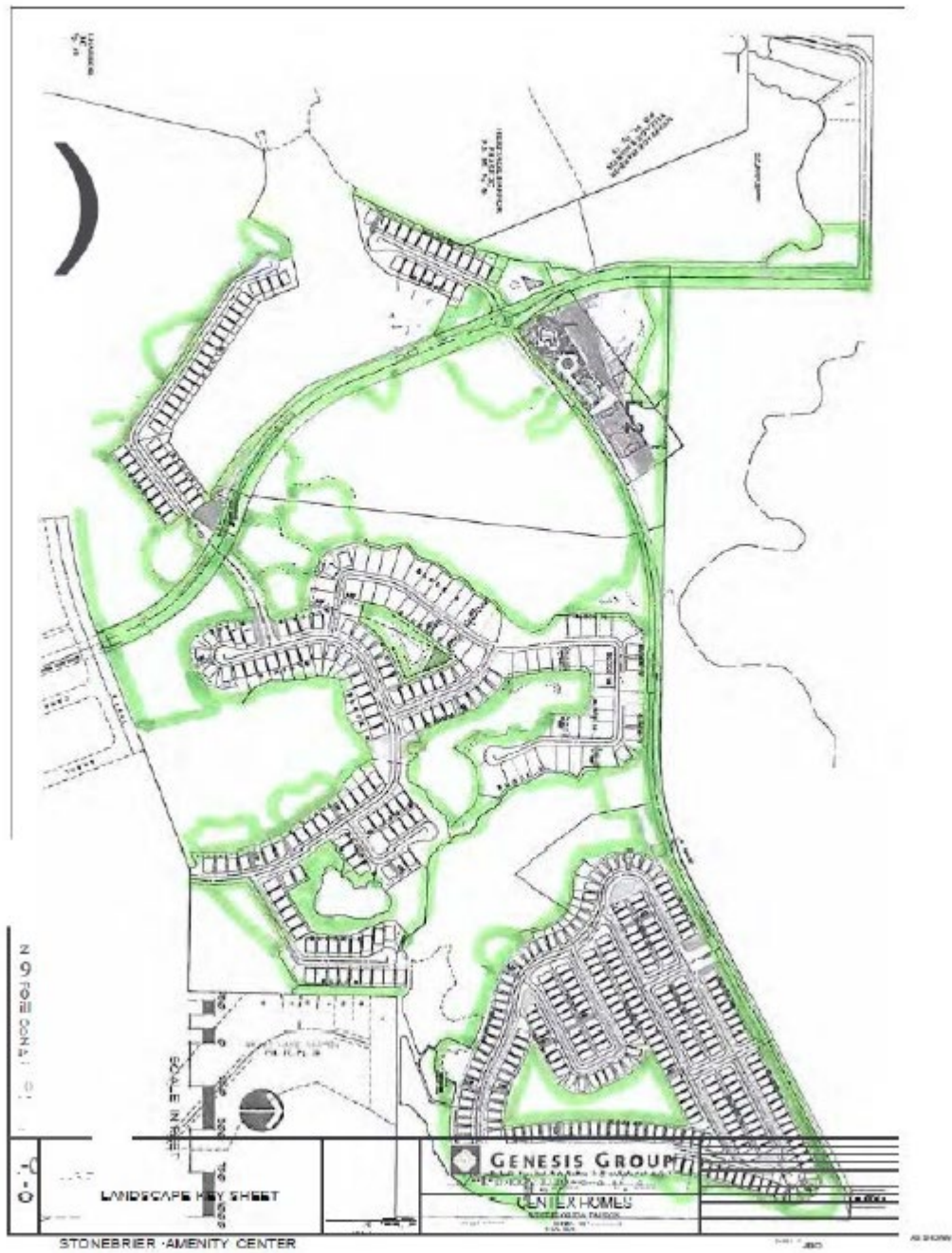
Contractor shall assign an account manager to the property that shall be responsible for the on-site supervision of Contractors personnel and services being rendered.

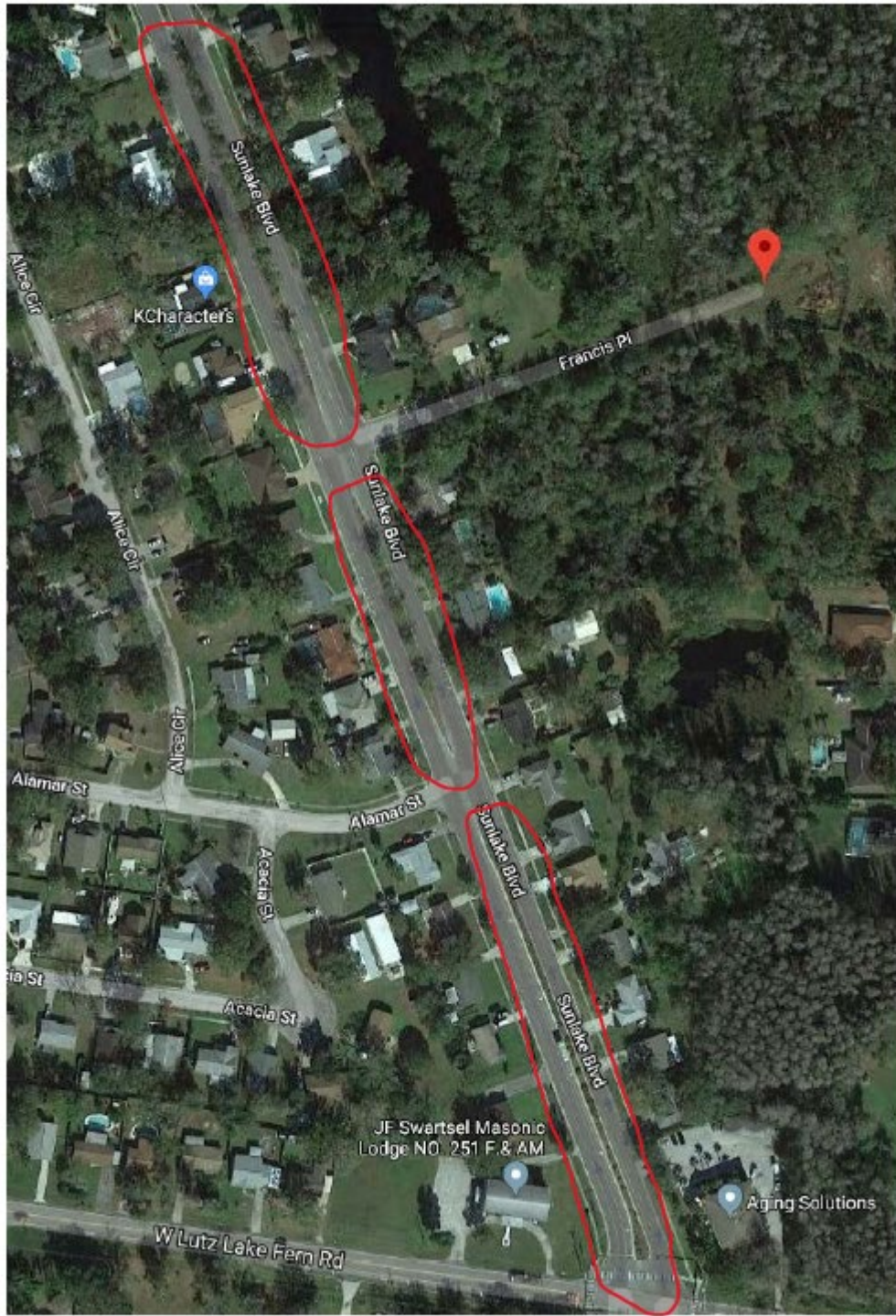
The account manager shall communicate with the District Manager at least monthly and such communication shall include, but not limited to the following:

1. Detailed monthly reports of work performed, and detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.
2. Detailed monthly irrigation reports from irrigation inspection.

3. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
4. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
5. All of the above reports and accounts will be delivered to the Community District Manager along with the invoice for the prior month's services; invoice will not be processed for payment until reports are received.









INSERT MAP OF LAKE RUTH TARGETED CUTBACK AREA

EXHIBIT C: AUDIT SHEET

REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:
STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
Hillsborough County, Florida

Notice is hereby given that the Stonebrier Community Development District (the “**District**”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services. The proposal package, including instructions to proposers, evaluation criteria, contract documents, project scope, and any technical specifications (“**Project Manual**”), will be available for public inspection and may be obtained beginning _____, 2026, at 10:00 a.m. (Eastern Time) from Inframark, IMS (“**District Manager**”) by **email request only sent to jweaver@inframark.com**.

There will be an optional pre-proposal on-site meeting on _____, 2026, at 10:00 a.m. (Eastern Time) **at the Heritage Harbor Clubhouse, 19502 Heritage Harbor Parkway, Lutz, Florida 33558**. Proposer is encouraged to attend the meeting in order to visit the project site and fully inform itself as to all existing conditions and limitations.

Firms desiring to provide services for this project must submit **one (1) original and five (5) hard copies as well as one electronic PDF copy on a flash drive** of the required proposal on _____, 2026, no later than 10:00 a.m. (Eastern Time) (“**Response Deadline**”) **to the District Manager at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607**. 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 received after the Response Deadline will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

The District Manager will conduct a public meeting to open the proposals on _____, 2026, at **10:00 a.m. (Eastern Time)** **at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607**. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (904) 267-1447 or jweaver@inframark.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955-8770, who can aid you in contacting the District Manager’s office.

Any protest regarding the Project Manual, including but not limited to protests relating to the notice, instructions, forms, contract form, scope of work, maintenance maps, specifications, evaluation criteria, evaluation process, or any other issues or items relating to the RFP, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual becomes available. A protest bond must be included with the notice of protest. The formal protest setting forth with particularity the facts and law upon which the protest is based must be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, protest bond, or 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.

Ranking of proposals will be made based on qualifications according to the Evaluation Criteria set forth in the Project Manual. The District has the right to reject any and all proposals and waive any informalities or irregularities if it determines in its discretion it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to the District Manager at jweaver@inframark.com with a copy to District Counsel, Ryan J. Dugan at ryan.dugan@kutakrock.com.

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels for various seasons, etc.).

2. Experience (25 points)

(E.g., past record and experience of the respondent in similar projects; past record and experience of the respondent with the District, past client satisfaction, volume of work previously awarded to the firm; past performance for other community development districts in other contracts; qualifications, character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work (20 points)

(E.g., Does the proposal demonstrate an understanding of the District's needs for the services requested?) Present an annual detailed calendar of events.

4. Price (30 total points)

Points for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid (sum of years 1, 2, and 3) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid. If a Proposer does not provide pricing for years 2 or 3, it is assumed that the year 1 price applies to year 2 and/or 3, as applicable.

20 points are allocated for the reasonableness of unit prices.